



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, May 14, 2019 at 6:30 p.m.

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

| | |
|-----------------------------|---|
| CALL TO ORDER | Jorge Morales, Mayor |
| INVOCATION | Pastor Bobby Scott, Community of Faith Bible Church |
| PLEDGE OF ALLEGIANCE | Ivonne Loucel, South Gate resident |
| ROLL CALL | Carmen Avalos, City Clerk |

II. City Officials

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

III. Meeting Compensation Disclosure

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

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation Declaring The Month Of April As Autism Month

The City Council will issue a Proclamation declaring the month of April as Autism Awareness month to encourage residents to become aware of autism indicators, seek early intervention and support those living with autism. (ADMIN)

Documents:

[ITEM 1 REPORT 2019-05-14.PDF](#)

2. Proclamation Declaring May 19 - 25, 2019, As National Public Works Week

The City Council will issue a Proclamation declaring the week of May 19 through 25, 2019 as "National Public Works Week." (PW)

Documents:

[ITEM 2 REPORT 2019-05-14.PDF](#)

3. Proclamation Declaring May 27, 2019, As Memorial Day

The City Council will issue a Proclamation declaring May 27, 2019, as Memorial Day in honor of the men and women who paid the ultimate price for our freedom. (PARKS)

Documents:

[ITEM 3 REPORT 2019-05-14.PDF](#)

4. Certificate Of Appreciation To Ivonne Loucel For Being Selected As Woman Of The Year For The 63rd Assembly District

The City Council will present a Certificate of Appreciation to Ivonne Loucel for being selected as Woman of the Year for the 63rd Assembly District for her continued dedicated volunteered service to the South Gate community. (ADMIN)

Documents:

[ITEM 4 REPORT 2019-05-14.PDF](#)

V. Public Hearings

5. Presentations Of Fiscal Year 2019/20 Municipal Budgets From The City Manager; Director Of Administrative Services; City Clerk;

And Continuance Of The Public Hearing To May 28, 2019

The City Council will: (ADMIN SVCS)

- a. Open the continued Public Hearing;
- b. Receive an overview of the Fiscal Year 2019/20 Municipal Budget from the City Manager and Director of Administrative Services;
- c. Hear presentations from the City Manager, the Director of Administrative Services and the City Clerk on their proposed Fiscal Year 2019/20 departmental budgets; and
- d. Take public testimony and continue the Public Hearing to May 28, 2019.

Documents:

[ITEM 5 REPORT 2019-05-14.PDF](#)

VI. 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.

VII. 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.

VIII. Consent Calendar Items

Agenda Items **6, 7, 8, 9, 10, 11, 12, 13 and 14** 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.

6. Resolution Approving Application For Statewide Park Development And Community Revitalization Program Grant Funds For The Renovation Of Circle Park

The City Council will consider: (PARKS)

- a. Adopting a **Resolution** _____ approving the application for Statewide Park Development and Community Revitalization Program grant funds for the Circle Park Renovation Project, in an amount to cover all costs;
- b. Directing Staff to take steps necessary to complete the application process on behalf of the City;
- c. Authorizing the Director of Parks & Recreation to execute, on behalf of the City, all documents required to apply for, accept and implement said grant as approved by the City Attorney; and
- d. Directing Staff to return with the grant award for formal acceptance, approval of funding agreement and budget appropriation thereof, when awarded.

Documents:

[ITEM 6 REPORT 2019-05-14.PDF](#)

7. Resolution Approving Application For Statewide Park Development And Community Revitalization Program Grant Funds For The Renovation Of Hollydale Community Park

The City Council will consider: (PARKS)

- a. Adopting a **Resolution** _____ approving the application for Statewide Park Development and Community Revitalization Program grant funds for the Hollydale Community Park Renovation Project, in an amount to cover all costs;
- b. Directing Staff to take steps necessary to complete the application process on behalf of the City;
- c. Authorizing the Director of Parks & Recreation to execute, on behalf of the City, all documents required to apply for, accept and implement

said grant as approved by the City Attorney; and

d. Directing Staff to return with the grant award for formal acceptance, approval of funding agreement and budget appropriation thereof, when awarded.

Documents:

[ITEM 7 REPORT 2019-05-14.PDF](#)

8. Resolution To Meet Requirements For The “WaterSMART: Small-Scale Water Efficiency Projects For Fiscal Year 2019”

The City Council will consider: (PW)

a. Adopting a **Resolution**_____ to meet the requirements of the United States Department of the Interior, Bureau of Reclamation for the “WaterSMART: Small-scale Water Efficiency Projects for Fiscal Year 2019” Grant Program for the Civic Center Drought Tolerant Landscaping Project in the amount of \$75,000; and

b. Direct Staff to return with the grant award for formal acceptance, approval of funding agreement and budget appropriation thereof, when awarded.

Documents:

[ITEM 8 REPORT 2019-05-14.PDF](#)

9. Agreement With Fleming Environmental, Inc., For The Construction Of The Walnut Avenue Restroom Building #5

The City Council will consider: (PW)

a. Approving an Agreement (**Contract No.** _____) with Fleming Environmental, Inc., for the construction of the Walnut Avenue Restroom Building No. 5, City Project No. 628-PRK (Project), in the amount not-to-exceed \$75,654;

b. Appropriating \$50,867 from the unassigned Building & Infrastructure Maintenance (BIM) Fund balance to Account No. 311-790-61-9212 to fully fund the Project;

c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and

d. Approving the Notice of Exemption for the site construction of the Project and direct the City Clerk to file it with the Los Angeles County Registrar-Recorder’s Office.

Documents:

10. Amendment No. 1 To Contract No. 3368 With Biggs Cardosa & Associates, Inc., For Additional Construction Management Services For The Boulevard Project

The City Council will consider: (PW)

a. Approving Amendment No. 1 to Contract No. 3368, in the amount of \$249,000, with Biggs Cardosa & Associates, Inc., to provide additional professional services related to construction management and construction support for The Boulevard Project, resulting in a total contract amount not-to-exceed \$1,509,027 and extend the term of the contract two additional months from October 31, 2019 to December 31, 2019; and

b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

11. Amendment No. 1 To Contract No. 3504 With Interwest Consulting Group, Inc., For Continued Interim Senior Planner Services

The City Council will consider: (CD)

a. Approving Amendment No. 1 to Contract No. 3504, Professional Services Agreement with Interwest Consulting Group, Inc., for continued consulting services for Interim Senior Planner services in an amount not to exceed \$50,000; and

b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

12. Agreement With RSG, Inc., For A Nonprofit & Community-Based Organization Development Plan

The City Council will consider: (PARKS)

a. Approving an Agreement (**Contract No. _____**) with RSG, Inc., to prepare a Nonprofit & Community Based Organization Development Plan (Study) to increase the capacity of nonprofit and community-based organizations to better serve the community, in the amount not to exceed \$25,000;

- b. Appropriating \$25,000 from the restricted UDAG Fund balance to Account Number 262-401- 61-6101 (UDAG Fund - Parks Administration - Professional Services) to fund the cost of this Agreement;
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this Study.

Documents:

[ITEM 12 REPORT 2019-05-14.PDF](#)

13. Accept As Complete The Police Department Restroom Repair And Maintenance Project

The City Council will consider: (PW)

- a. Accepting completion of construction of the South Gate Police Department Restroom Repair and Maintenance Project, City Project No. 598-ARC, effective May 2, 2019; and
- b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Recorder's Office.

Documents:

[ITEM 13 REPORT 2019-05-14.PDF](#)

14. Minutes

The City Council will consider approving the Regular Meeting minutes and Special Meeting minutes of April 23, 2019. (CLERKS)

Documents:

[ITEM 14 REPORT 2019-05-14.PDF](#)

IX. Reports, Recommendations And Requests

15. Agreement With The Southeast Area Animal Control Authority For Animal Control And Sheltering Services

The City Council will consider: (PD)

- a. Approving an Agreement (**Contract No.** _____) with the Southeast Area Animal Control Authority for Animal Control Services for

Fiscal Years 2019/20 through 2020/24; and

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

Documents:

[ITEM 15 REPORT 2019-05-14.PDF](#)

16. Appointment Of A Chairperson To Serve On The Complete Count Committee For The 2020 Census

The City Council will consider: (CD)

a. Appointing a City Council Member to serve as the Chairperson of the Complete Count Committee and to work with the City Manager and/or his designee to establish a proposed list of committee members that are representative of various community stakeholders; and

b. Directing the Chairperson and City Manager to present a proposed list of committee members to the City Council for consideration at a future City Council meeting.

Documents:

[ITEM 16 REPORT 2019-05-14.PDF](#)

17. Direction To Staff To Present The Reconsideration Of The Disposition And Development Agreement With ASI Real Estate Investments, LLC For The Sale Of City-Owned Property Located At 5821 Firestone Boulevard 5821 Firestone Boulevard

The City Council will consider directing staff to present at a future City Council meeting, in a public hearing to reconsider the Disposition and Development Agreement with ASI Real Estate Investments, LLC for the sale of City-owned property located at 5821 Firestone Boulevard.
(CD)

Documents:

[ITEM 17 REPORT 2019-05-14.PDF](#)

18. Warrant Register For May 14, 2019

The City Council will consider approving the Warrants and Cancellations for May 14, 2019. (ADMIN SVCS)

Total of Checks: \$3,243,396.56
Voids: \$ 55,049.41
Total Payroll Deductions: \$ 643,907.68
Grand Total: \$2,544,439.47

Cancellations: 81846, 82209, 82238, 82304, 82306, 82308, 82518,
82380

Documents:

[ITEM 18 REPORT 2019-05-14.PDF](#)

X. Adjournment

Adjournment in memory of Councilwoman Davila's nephew Osbaldo Davila, Jr., Assistant City Manager/Director of Public Works Arturo Cervantes' grandmother Rafaela Magaña Nuñez and Ricardo Pineda, long time South Gate resident.

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted May 9, 2019 at 4:27 p.m., as required by law.

Carmen Avalos,
City Clerk

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

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

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

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

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APR 25 2019

City of South Gate

Item No. 1

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

12:35pm

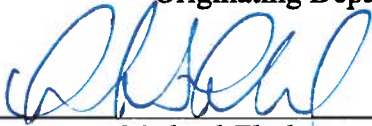
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 14, 2019

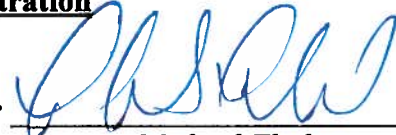
Originating Department: Administration

City Manager:



Michael Flad

City Manager:



Michael Flad

SUBJECT: PROCLAMATION DECLARING APRIL AS AUTISM AWARENESS MONTH

PURPOSE: This item was added to the Agenda at the request of Mayor Jorge Morales to declare April as Autism Awareness month to raise public awareness of the disease.

RECOMMENDED ACTION: Mayor Jorge Morales will issue a Proclamation declaring the month of April as Autism Awareness month to encourage residents to become aware of autism indicators, seek early intervention and support those living with autism.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: Since 1970, the month of April has been designated to spread awareness about the Autism Spectrum Disorder (ASD) which is a complex developmental disability that affects everyone differently and usually appears by age two or three. ASD refers to a broad range of conditions characterized by challenges with social, emotional, communication and motor skills, repetitive behaviors, speech, nonverbal communication, sensory sensitivities, and difficulty with making eye contact. Last year, the Centers for Disease Control reported that autism affects an estimated 1 in 59 children in the United States and although a person with autism can have a distinct set of strengths and challenges in which they learn, think and problem-solve, people with ASD, may require significant assistance in their daily lives, while others may require less and in some cases, live entirely independently without assistance. There is no cure for autism, however research reveals that high quality early intervention can improve learning, communication and social skills, as well as underlying brain developments.

Although the month of April is behind us, Mayor Morales encourages residents to be aware of autism indicators, seek early intervention and support those living with autism.

ATTACHMENT: Proclamation.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring

April as Autism Awareness Month

WHEREAS, since 1970, the month of April has been designated to spread awareness about the Autism Spectrum Disorder (ASD) which is a complex developmental disability that affects everyone differently and usually appears by age two or three; and

WHEREAS, ASD refers to a broad range of conditions characterized by challenges with social, emotional, communication and motor skills, repetitive behaviors, speech, nonverbal communication, sensory sensitivities, and difficulty with making eye contact; and

WHEREAS, in 2018, the Centers for Disease Control reported that autism affects an estimated 1 in 59 children in the United States; and

WHEREAS, there is not only one type of autism but many that are influenced by a combination of genetic and environmental factors; and

WHEREAS, a person with autism can have a distinct set of strengths and challenges in which they learn, think and problem-solve, people with ASD may require significant assistance in their daily lives, while others may require less and in some cases, live entirely independently without assistance; and

WHEREAS, while there are several factors that may develop autism, it is often accompanied by medical issues such as gastrointestinal (GI) disorders, seizures or sleep disorders, as well as mental health challenges such as anxiety, depression and attention issues; and

WHEREAS, currently there is no cure for autism, research reveals that high quality early intervention can improve learning, communication and social skills, as well as underlying brain developments;

NOW, THEREFORE, be it proclaimed on this 14th day of May 2019, that I, **Jorge Morales, Mayor of the City of South Gate,** on behalf of the City Council, do hereby proclaim the month of April as Autism Awareness Month, and encourage residents to become aware of autism indicators, seek early intervention and support those living with autism.

/s/

Mayor Jorge Morales

RECEIVED

MAY 8 2019

City of South Gate

CITY COUNCIL

Item No. 2

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:10pm

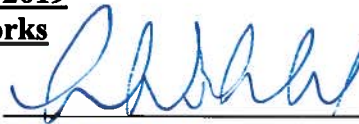
For the Regular Meeting of: May 14, 2019

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: NATIONAL PUBLIC WORKS WEEK - MAY 19 THROUGH MAY 25, 2019

PURPOSE: To celebrate the tens of thousands of men and women in North America who provide and maintain public infrastructure and services collectively known as public works.

RECOMMENDED ACTION: Mayor Jorge Morales will issue a Proclamation declaring the week of May 19 through 25, 2019 as "National Public Works Week."

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: National Public Works Week (NPWW) recognizes tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, this celebration calls attention to the value of public works programs in sustaining our communities.

NPWW is observed each year during the third full week of May. Through NPWW, APWA seeks to raise public awareness of public works issues. APWA seeks to increase confidence in public works employees who are dedicated to improving the quality of life for present and future generations.

The City's Public Works Department (Department) is responsible for the planning, design, construction, operations and maintenance of public infrastructure (such as roads, bridges, sewerage, drinking water systems, street lights, traffic signals and building facilities).

The Department manages a Capital Improvement Program (CIP) that is focused on enhancing quality of life in the City. The Department is in a position to deliver over \$100 million in capital projects within the next few years. These projects will have several benefits such as enhancing safety, reducing congestion, improving the reliability of public infrastructure and expanding recreational opportunities.

The Department also provides a wide array of maintenance services such as fills potholes, repairs sidewalks, trims trees, sweeps City streets, removes litter and bulky items from the public right-of-way and abates graffiti. The Department operates the City's municipal water system which provides quality drinking water to 90% of the City's residents.

ATTACHMENT: Proclamation

AC/AM:lc

/

Declaring
May 19 through 25, 2019 as National Public Works Week

WHEREAS, public works services provided in our community such as the maintenance of roads, water and sewer systems, street lights and traffic signals, street sweeping, graffiti removal, and solid waste collection are an integral part of our citizen's everyday life; and

WHEREAS, the quality and safety of these facilities, as well as their planning, design and construction, is virtually dependent upon the efforts and skills of public works officials; and

WHEREAS, the City Council authorized the Public Works Department to initiate and complete a Capital Improvement Program (CIP), with over \$100 million in funded projects, to enhance safety, reduce congestion, improve transportation mobility, increase infrastructure reliability, create new recreational opportunities, encourage sustainability, conserve water, and address deferred maintenance issues; and

WHEREAS, the CIP includes key projects that will change the way residents experience South Gate, such as the Urban Orchard Project, The Boulevard Project, the Garfield Avenue and Imperial Highway Street Rehabilitation Project, the Garfield Avenue Complete Streets Project, the Long Beach Boulevard Green Streets Project, and the Tweedy Boulevard Complete Street Project; and

WHEREAS, this national recognition of Public Works Week serves to enhance the prestige of the unsung heroes of our society who are professionals who serve the public good every day with quiet dedication;

NOW, THEREFORE, be it proclaimed on this 14th day of May 2019, that I, **Jorge Morales, Mayor of the City of South Gate**, on behalf of the City Council and citizens, do hereby proclaim May 19 through 25, 2019, as National Public Works Week, and I call upon all citizens and civic organizations to recognize the contributions that public works staff make every day to improve our health, safety, comfort and quality of life.

/s/

Mayor Jorge Morales

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APR 23 2019

Item No. 3

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:50pm

AGENDA BILL

For the Regular Meeting of: May 14, 2019
Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: PROCLAMATION HONORING MAY 27TH AS MEMORIAL DAY AND RECOGNIZING THE CITY'S CEREMONY

PURPOSE: To promote and acknowledge Memorial Day and the City sponsored ceremony honoring fallen veterans.

RECOMMENDED ACTION: Mayor Jorge Morales will issue a Proclamation declaring May 27, 2019, as Memorial Day in honor of the men and women who paid the ultimate price for our freedom.

FISCAL IMPACT: None.

ANALYSIS: This event is planned and held annually by local veteran's organizations in coordination with the City's Parks & Recreation Department.

BACKGROUND: Memorial Day is observed the last Monday in May and it is designated to pay tribute to American Soldiers who fought and died so that we may live in freedom and maintain the legacy left to us by our forefathers.

The City's Memorial Day Ceremony will be held on Saturday, May 25, 2019, at 10:00 a.m., at South Gate Park, adjacent to the Veteran's Memorial Fountain for the observance of the great sacrifice paid by the men and women in the armed forces. The Proclamation requests that all flags be flown at half-staff until noon on May 27, 2019.

ATTACHMENT: Proclamation.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring

May 27, 2019 as Memorial Day

Honoring our nation's heroes

WHEREAS, Memorial Day originated on May 30, 1868, by General John A. Logan, Commander of the Grand Army of the Republic; and

WHEREAS, Memorial Day is designated to pay tribute to our American Soldiers who fought and died so that we may live in freedom and maintain the legacy left to us by our forefathers;

NOW, THEREFORE, be it proclaimed on this 14th day of May 2019, that **I, Jorge Morales, Mayor of the City of South Gate,** do hereby declare May 27, 2019, as Memorial Day and invite all citizens to the City's Memorial Day Ceremony to be held on Saturday, May 25, 2019, at 10:00 a.m., at the Veteran's Memorial Fountain site and request that all citizens be in prayerful observance of the great sacrifice paid by our men and women in the armed forces and request that all flags be flown at half-staff until noon.

"LET US BE PROUD WE ARE AMERICANS AND LET EACH RESIDENCY FLY THE RED, WHITE AND BLUE."

15/

Mayor Jorge Morales

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City of South Gate

Item No. 4

APR 25 2019

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

2:10pm

For the Regular Meeting of: May 14, 2019
Originating Department: Administration

City Manager: 
Michael Flad

City Manager: 
Michael Flad

SUBJECT: CERTIFICATE OF APPRECIATION TO IVONNE LOUCEL

PURPOSE: This item was added to the Agenda at the request of Councilwoman Maria Davila to recognize Ivonne Loucel for being selected as Woman of the Year by Assembly Speaker Anthony Rendon.

RECOMMENDED ACTION: Mayor Jorge Morales will present a Certificate of Appreciation to Ivonne Loucel for being selected as Woman of the Year for the 63rd Assembly District for her continued dedicated volunteered service to the South Gate community.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: The Woman of the Year event was founded in 1987 by Assemblywoman Bev Hansen (R) and Assemblywoman Sally Tanner (D), who noticed that the California Legislature did not have events planned for the month of March, Women's History Month. In celebration of the contributions to society made by remarkable women throughout California, Assemblywomen Hansen and Tanner arranged to invite one woman from each Senate and Assembly district to go to the Capitol and be honored for their accomplishments. Since then, every legislator in California chooses one woman from their district.

Assembly Speaker Anthony Rendon selected Ivonne Loucel and honored her on the Assembly Floor on March 4, 2019, for her continuous dedicated volunteered service at local South Gate schools for over 30 years; for annually organizing the *Homenaje a ti, Mama*, Mother's Day program for the past 15 years; and for her continued work with the South Gate Police Department's Family Violence Prevention and Education Program.

The City Council is well familiar with Mrs. Loucel's continued dedicated volunteered service, recognizes and acknowledges all her efforts and time to make the City a better place to live.

ATTACHMENT: None.

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Item No. 5

MAY 7 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
8:00pm

AGENDA BILL

For the Regular Meeting of: May 14, 2019
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

SUBJECT: FY 2019/20 MUNICIPAL BUDGET

PURPOSE: To conduct the continued public hearing to receive an overview of the FY 2019/20 Municipal Budget and to hear presentations from the Department Directors.

RECOMMENDED ACTIONS: The City Council will:

- a. Open the continued Public Hearing;
- b. Receive an overview of the Fiscal Year 2019/20 Municipal Budget from the City Manager and Director of Administrative Services;
- c. Hear presentations from the City Manager, the Director of Administrative Services and the City Clerk on their proposed Fiscal Year 2019/20 departmental budgets; and
- d. Take public testimony and continue the Public Hearing to May 28, 2019.

FISCAL IMPACT: None

ALIGNMENT WITH COUNCIL GOALS: This item will further staff's ability to accomplish Work Program Item #35 which is to adopt a responsible and on-time Fiscal Year 2019/20 Municipal Budget.

ANALYSIS: The City is required to annually adopt a budget with sets forth the goals, objectives and work program for the City and authorizes a spending plan necessary to accomplish said goals, objectives and work program. The steps of the budget process necessary to culminate in the adoption of the Fiscal Year 2019/20 Municipal Budget include:

| | |
|----------------|---|
| April 5, 2019 | Budget kick-off meeting with accomplishments from Fiscal Year 2017/18, overview of budget issues, review of Capital Improvement Program (CIP), review of Economic Development Strategic Plan and discussion of strategic planning and goal setting. |
| April 23, 2019 | Departmental presentations, budget discussions and Public Hearing. |
| May 7, 2019 | Budget overview, departmental presentations, budget discussions and continued Public Hearing. |
| May 14, 2019 | Continued budget overview, departmental presentations, budget discussions and continued Public Hearing. |
| May 28, 2019 | Continued Public Hearing and budget adoption. |

BACKGROUND: The proposed Fiscal Year 2019/20 Municipal Budget is currently being prepared and will be distributed to the City Council early in May. The proposed budget sets forth the funding necessary to implement the goals, objectives and work program for the City for Fiscal Year 2019/20, as well as to continue the trend started in Fiscal Year 2015/16 which is to continually increase funding of the City's reserves.

At tonight's meeting, the City Council will open the continued Public Hearing, receive a budget overview from the City Manager and Director of Administrative Services, hear departmental budget presentations from the City Manager, the Director of Administrative Services and the City Clerk, continue budget discussions and the Public Hearing to the May 28, 2019 City Council meeting.

At the May 28, 2019 meeting, the City Council will open the continued Public Hearing, hear a budget summary and wrap-up from the City Manager and Director of Administrative Services, continue budget discussions, as necessary, close the Public Hearing, and consider adopting the Fiscal Year 2019/20 Municipal Budget.

In order to be transparent and provide the public with the opportunity to review and comment on the proposed budget, the City Council and staff have been distributing flyers inviting participation in the budget process. Additionally, the Fiscal Year 2019/20 proposed budget and copies of the departmental budget PowerPoint presentations will be available on the City's website under the "Budgets & Financial Transparency" link on the "Government" page as soon as they become available. The link is: <http://cityofsouthgate.org/153/Budgets-Financial-Transparency>

ATTACHMENTS: None

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Item No. 6

MAY 7 2019

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:00pm

AGENDA BILL

For the Regular Meeting of: May 14, 2019
Originating Department: Parks & Recreation

Department Director: Paul L. Adams/By
Paul L. Adams

City Manager: Michael Flad
Michael Flad

SUBJECT: RESOLUTION APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS FOR THE CIRCLE PARK RENOVATION PROJECT

PURPOSE: To approve and submit an application for grant funding for the Circle Park Renovation Project.

RECOMMENDED ACTIONS:

- a. Adopt Resolution approving the application for Statewide Park Development and Community Revitalization Program grant funds for the Circle Park Renovation Project, in an amount to cover all costs;
- b. Direct Staff to take steps necessary to complete the application process on behalf of the City;
- c. Authorize the Director of Parks & Recreation to execute, on behalf of the City, all documents required to apply for, accept and implement said grant as approved by the City Attorney; and
- d. Direct Staff to return with the grant award for formal acceptance, approval of funding agreement and budget appropriation thereof, when awarded.

FISCAL IMPACT: There is no fiscal impact. Design Services for the Project have already been funded and are near completion. Early estimates for the Project are \$4,500,000 which will be requested in the grant application. There is no matching funds requirement for this particular grant and if awarded, Staff is expecting the grant to cover all development costs for this Project. Once completed, the Project maintenance cost should remain similar to the current maintenance cost of this facility.

ALIGNMENT WITH COUNCIL GOALS: This item meets the City Council's goal for "Continuing Infrastructure Improvements" and this Project is listed as a top priority goal in the Parks Master Plan 10 year update.

ANALYSIS: Adoption of the proposed Resolution will authorize staff to complete and submit an application for this grant. An adopted Resolution is required as part of the application packet. The Resolution designates the Director of Parks & Recreation to represent the City on all matters regarding the application and Project.

BACKGROUND: With the approval of the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, or commonly known as Prop. 68, grant funding

has been made available for park projects. Round one of the grant phase has allocated \$255,000,000 for potential park projects in the State.

Staff has identified the Circle Park Renovation Project as a potential prime candidate for funding within the program scope and requirements of the grant. Circle Park was last renovated in 1999 and is in need of upgrades. As indicated in the ten year update of the Parks & Recreation Master Plan, Circle Park is a remaining key project for the City. Initial designs have already been completed by David Volz Design (DVD) and work on construction documents for the area are under way. The Parks & Recreation Department has held five public meetings and two additional meetings are scheduled through June, to include the public on the proposed scope of work.

Proposed work will expand the current playground, picnic and parking facilities as well as adding additional native landscaping/interpretive areas, pickle ball and futsal courts and improved security. As a requirement of the grant, the upgrades will provide expanded recreation programming opportunities.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH
GATE, CALIFORNIA, APPROVING THE APPLICATION FOR
STATEWIDE PARK DEVELOPMENT AND COMMUNITY
REVITALIZATION PROGRAM GRANT FUNDS FOR THE
CIRCLE PARK RENOVATION PROJECT**

WHEREAS, the California 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 California Department of Parks and Recreation require the applicant to certify by Resolution the approval of application(s) before submission of said application(s) to the State; and

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

WHEREAS, the City of South Gate (Applicant) desires to apply for Statewide Park Development and Community Revitalization Program Grant Funds;

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

SECTION 1. The City Council hereby approves the filing of an application for Statewide Park Development and Community Revitalization Program Grant Funds for the Circle Park Renovation Project.

SECTION 2. The City Council hereby 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.

SECTION 3. The City Council hereby certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project.

SECTION 4. The City Council hereby certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

SECTION 5. The City Council hereby delegates the authority to the Director of Parks & Recreation 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.

SECTION 6. The City Council hereby agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 7. The City Council will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

SECTION 8. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 14th day of May, 2019.

CITY OF SOUTH GATE:

Jorge Morales, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

RECEIVED

Item No. 7

MAY 7 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

7:35pm

AGENDA BILL

For the Regular Meeting of: May 14, 2019
Originating Department: Parks & Recreation

Department Director:

Paul Adams/ncg
Paul L. Adams

City Manager:

Michael Flad
Michael Flad

SUBJECT: RESOLUTION APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS FOR THE HOLLYDALE COMMUNITY PARK RENOVATION PROJECT

PURPOSE: To approve and submit an application for grant funding for the Hollydale Community Park Renovation Project.

RECOMMENDED ACTIONS:

- a. Adopt Resolution approving the application for Statewide Park Development and Community Revitalization Program grant funds for the Hollydale Community Park Renovation Project, in an amount to cover all costs;
- b. Direct Staff to take steps necessary to complete the application process on behalf of the City;
- c. Authorize the Director of Parks & Recreation to execute, on behalf of the City, all documents required to apply for, accept and implement said grant as approved by the City Attorney; and
- d. Direct Staff to return with the grant award for formal acceptance, approval of funding agreement and budget appropriation thereof, when awarded.

FISCAL IMPACT: There is no fiscal impact. Design Services for the Project have already been funded and are near completion. Early estimates for the project are \$3,500,000 which will be requested in the grant application. There is no matching funds requirement for this particular grant and if awarded, Staff is expecting the grant to cover all development costs for this Project. Once completed, the Project maintenance cost should remain similar to the current maintenance cost of this facility.

ALIGNMENT WITH COUNCIL GOALS: This item meets the City Council's goal for "Continuing Infrastructure Improvements" and this Project is listed as a top priority goal in the Parks Master Plan 10 year update.

ANALYSIS: Adoption of the proposed Resolution will authorize staff to complete and submit an application for this grant. An adopted Resolution is required as part of the application packet. The Resolution designates the Director of Parks & Recreation to represent the City on all matters regarding the application and Project.

BACKGROUND: With the approval of the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018 or commonly known as Prop. 68, grant funding

has been made available for park projects. Round one of the grant phase has allocated \$255,000,000 for potential park projects in the State.

Staff has identified the Hollydale Community Park Renovation Project as a potential prime candidate for funding within the program scope and requirements of the grant. Hollydale Community Park was last renovated in 1989 and is in need of upgrades. As indicated in the ten year update of the Parks & Recreation Master Plan, Hollydale Community Park is a remaining key project for the City. Initial designs have already been completed by David Volz Design (DVD) and work on construction documents for the area are under way. The Parks & Recreation Department has held five public meetings and two additional meetings are scheduled through June, to include the public on the proposed scope of work.

The renovation will overhaul an aging 1.5 acre community park with a new playground, add new restrooms, and a new community building with lighted basketball and picnic areas. This Project will also add parking, a jogging path and small event lawn. As a requirement of the grant, the upgrades will provide expanded recreation programming opportunities.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH
GATE, CALIFORNIA, APPROVING THE APPLICATION FOR
STATEWIDE PARK DEVELOPMENT AND COMMUNITY
REVITALIZATION PROGRAM GRANT FUNDS FOR THE
HOLLYDALE COMMUNITY PARK RENOVATION PROJECT**

WHEREAS, the California 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 California Department of Parks and Recreation require the applicant to certify by Resolution the approval of application(s) before submission of said application(s) to the State; and

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

WHEREAS, the City of South Gate (Applicant) desires to apply for Statewide Park Development and Community Revitalization Program Grant Funds;

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

SECTION 1. The City Council hereby approves the filing of an application for Statewide Park Development and Community Revitalization Program Grant Funds for the Hollydale Community Park Renovation Project.

SECTION 2. The City Council hereby 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.

SECTION 3. The City Council hereby certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project.

SECTION 4. The City Council hereby certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

SECTION 5. The City Council hereby delegates the authority to the Director of Parks & Recreation 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.

SECTION 6. The City Council hereby agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 7. The City Council will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

SECTION 8. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 14th day of May, 2019.

CITY OF SOUTH GATE:

Jorge Morales, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

MAY 8 2019

City of South Gate

Item No. 8

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

CITY COUNCIL

3:10pm

AGENDA BILL

For the Regular Meeting of: May 14, 2019

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: RESOLUTION TO MEET THE REQUIREMENTS OF THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION FOR THE "WATERSMART: SMALL-SCALE WATER EFFICIENCY PROJECTS FOR FISCAL YEAR 2019" GRANT PROGRAM FOR THE CIVIC CENTER DROUGHT TOLERANT LANDSCAPING PROJECT

PURPOSE: The United States Department of the Interior, Bureau of Reclamation (Bureau of Reclamation) is offering grant funding to help local agencies in their water planning and conservation efforts. Staff is requesting \$75,000 in grant funds to partially fund a project to promote water conservation and storm water quality. The grant application must include a Resolution committing the City to meet the requirements of the Bureau of Reclamation for the grant program.

RECOMMENDED ACTIONS:

- a. Adopt Resolution to meet the requirements of the United States Department of the Interior, Bureau of Reclamation for the "WaterSMART: Small-scale Water Efficiency Projects for Fiscal Year 2019" Grant Program for the Civic Center Drought Tolerant Landscaping Project in the amount of \$75,000; and
- b. Direct Staff to return with the grant award for formal acceptance, approval of funding agreement and budget appropriation thereof, when awarded.

FISCAL IMPACT: The total project budget is estimated at \$184,000 and the maximum grant amount is \$75,000. The proposed funding is as follows:

| | WaterSMART Grant Fund | Local Match Funds (*TBD) | Total |
|----------------|-----------------------|--------------------------|-----------|
| Project Budget | \$75,000 | \$109,000 | \$184,000 |

* Qualifying local match funds include General Funds and Measure W Funds.

ANALYSIS: The Public Works Department recently submitted a grant application to the Bureau of Reclamation requesting grant funds for the Civic Center Drought Tolerant Landscaping Project (Project). As part of the grant application, a Resolution is required to accomplish the following: (a) approves the Project for which grant funds are requested; (b) approves submittal of the application; (c) commits to funding the local match requirement if grant funds are awarded; (d) authorizes entering into a funding agreement with the Department of Interior, Bureau of Reclamation; (e) authorizes acceptance of the grant; (f) authorizes the Mayor and/or City Manager to execute related documents; and (g) authorizes the Public Works Department to implement the Project.

BACKGROUND: The Bureau of Reclamation is offering grant funding through its "WaterSMART Grants Program; Small-Scale Water Efficiency Projects for Fiscal Year 2019." This grant program provides funding for projects that seek to conserve and make more efficient use of water supplies.

The Project purpose is to implement water conservation, storm water capture and storm water quality measures at the Civic Center. Improvements include (a) removing the existing turf and aged irrigation system; (b) installing drought tolerant landscaping and the latest in water efficient irrigation systems; and (c) installing permeable areas to support rainwater infiltration. The design of the irrigation system will meet recycled water standards so that the City can eventually eliminate the use of potable water for irrigating the landscaped areas.

The Project is recommended for several reasons, one of which is to support water resiliency. Since the recent water drought that impacted California, water resiliency has become a regional goal. In fact, Measure W was approved by voters in November 2018 to achieve the same. Water conservation, storm water capture, and rebuilding aging infrastructure is the method in which water resiliency is proposed to be achieved by Measure W. The Project is a step towards achieving water resiliency as it has water conservation and storm water capture features. Further, in April of 2019, Governor Newsom signed Executive Order N-10-19, addressing the water challenges in California. The executive order directs administration to develop a Water Resiliency Portfolio to build a climate-resilient water program. This action further highlights the importance of implementing water conservation projects such as the one proposed herein.

ATTACHMENTS: A. Proposed Resolution
B. Location Map

AA:lc

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, TO MEET REQUIREMENTS OF THE UNITED STATES
DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION FOR
THE "WATERSMART: SMALL-SCALE WATER EFFICIENCY
PROJECTS FOR FISCAL YEAR 2019" GRANT PROGRAM FOR THE
CIVIC CENTER DROUGHT TOLERANT LANDSCAPING PROJECT**

WHEREAS, the United States Department of the Interior, Bureau of Reclamation's (Bureau of Reclamation) "WaterSMART: Small-Scale Water Efficiency Projects for Fiscal Year 2019 Grant Program" (Program) provide funding for projects that seek to conserve and make more efficient use of water supplies; and

WHEREAS, the City of South Gate (City) desires to finance a portion of the costs of the Civic Center Drought Tolerant Landscaping Project (Project) with grant funds provided by the Bureau of Reclamation; and

WHEREAS, to receive grant funds, the City Council must adopt a Resolution adopting the Program requirements, which include, (a) authorizing the Project for which grant funds are requested; (b) approving submittal of the application; (c) committing to funding the local match requirement; and (d) authorizing staff to enter into a funding agreement with the Bureau of Reclamation;

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

SECTION 1. The City Council hereby adopts this Resolution approving the Project for which funding is requested, which includes installing drought tolerant landscaping at the City of South Gate Civic Center as a water conservation measure.

SECTION 2. The City Council declares that the City has the capacity to provide funding and/or in-kind contributions specified in the funding plan; and the City Council hereby commits to fully funding the minimum matching fund requirements of 50% match of the total Project cost or more.

SECTION 3. The City's prior submission of an application to the Bureau of Reclamation for Program funds in the amount of Seventy Five Thousand Dollars (\$75,000) (Grant Amount) to partially fund the Project is hereby ratified and approved.

SECTION 4. The Mayor and/or City Manager are hereby authorized to execute any agreements, certificates, assurances, reports, plans, payment requests, or other documents as may be necessary for the purpose of obtaining the Grant Amount and complying with Grant Partnership Program, including any deadlines, extensions and amendments thereof, and take such actions as are necessary or required in furtherance of the Program.

SECTION 5. The City Council hereby agrees to, and by this Resolution, does accept such grant amount or any such amount so awarded to the City without further action of the City Council being required.

SECTION 6. The City hereby agrees to comply with each and all of the terms, conditions, and limitations imposed by the Program upon said Grant Amount or any such amount so awarded.

SECTION 7. The City's Public Works Department is authorized to undertake and implement the Project.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

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PASSED, APPROVED and ADOPTED this 14th day of May 2019.


CITY OF SOUTH GATE:

Jorge Morales, Mayor

ATTEST:

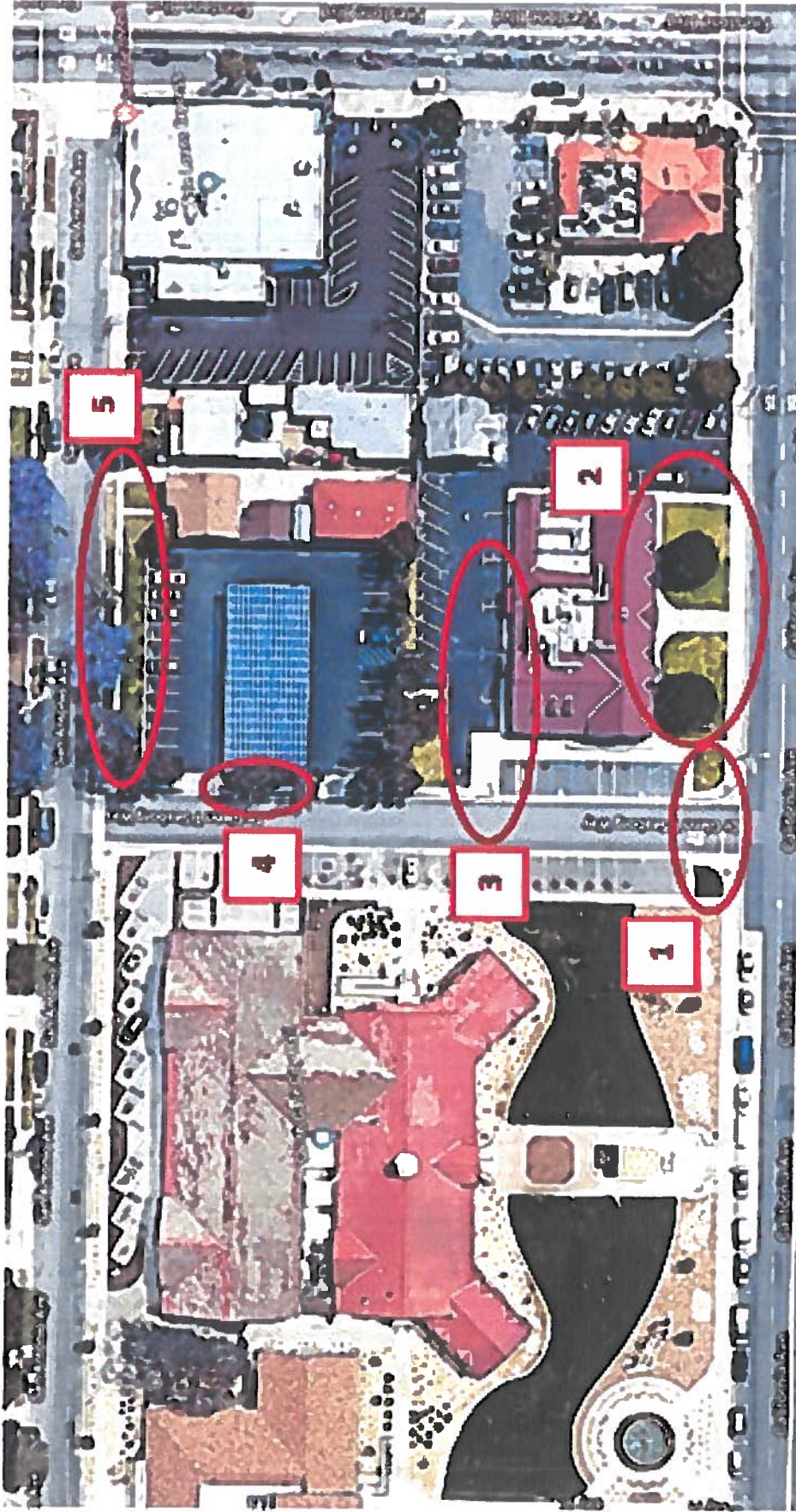
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

ATTACHMENT B – PROJECT LOCATION



LOCATION 2: CIVIC CENTER FRONT YARD AREA

LOCATION 3: SEABORG HOUSE

LOCATIONS 1, 4, AND 5: PLANTERS

RECEIVED

City of South Gate

Item No. 9

CITY COUNCIL

MAY 9 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

12:50pm

For the Regular Meeting of: May 14, 2019

Originating Department: Public Works

Department Director:

[Signature]
Arturo Cervantes

City Manager:

[Signature]
Michael Flad

SUBJECT: AGREEMENT WITH FLEMING ENVIRONMENTAL, INC., FOR THE CONSTRUCTION OF THE WALNUT AVENUE RESTROOM BUILDING NO. 5, CITY PROJECT NO. 628-PRK

PURPOSE: Staff is in the process of installing a pre-fabricated restroom at South Gate Park. The installation is a two-step process that requires: (1) a construction contract, to prepare the site for the installation of the restroom building, and (2) a purchase order, to purchase and install the pre-fabricated restroom. Staff is recommending awarding the construction contract to Fleming Environmental, Inc., to prepare the site for the installation of the restroom building.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Fleming Environmental, Inc., for the construction of the Walnut Avenue Restroom Building No. 5, City Project No. 628-PRK (Project), in the amount not-to-exceed \$75,654;
- b. Appropriate \$50,867 from the unassigned Building & Infrastructure Maintenance (BIM) Fund balance to Account No. 311-790-61-9212 to fully fund the Project;
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Approve the Notice of Exemption for the site construction of the Project and direct the City Clerk to file it with the Los Angeles County Registrar-Recorder's Office.

FISCAL IMPACT: The proposed project budget is \$350,867, of which \$300,000 in General Funds are budgeted in the Capital Improvement Program. An additional \$50,867 is needed to fully fund the Project. The budget breakdown is summarized below:

| Project Component | Acct. No. 311-790-61-9212 | | |
|----------------------------------|---------------------------|-------------------------------------|------------------|
| | General Fund (Budgeted) | BIM Fund (Additional Appropriation) | Total |
| Design | \$20,225 | \$0 | \$20,225 |
| Pre-fabricated Restroom Purchase | \$229,988 | \$0 | \$229,988 |
| Construction Contract | \$49,787 | \$25,867 | \$75,654 |
| Contingency | \$0 | \$15,000 | \$15,000 |
| Project Management & Inspection | \$0 | \$10,000 | \$10,000 |
| Total | \$300,000 | \$50,867 | \$350,867 |

ALIGNMENT WITH COUNCIL GOALS: The construction of the Project meets the City Council's goal for "City Amenities and Enhancements." The goal identified in the 2018/19 Work Program is to begin construction of the Project.

ANALYSIS: South Gate Park is a 99-acre municipal park which serves both the City's and region's residents. With over 5,000 visitors daily, the demand for safe, public restrooms is notable. In 2017, one of the park's public restrooms, Walnut Avenue Restroom Building No. 5, was permanently closed. The aging restroom was constructed in 1980, and was in need of repairs that were not cost-effective to perform. It had excessive vandalism and safety concerns. The demand to have a restroom in service at this location remains. The City Council authorized the replacement of Walnut Avenue Restroom Building No. 5 and in September of 2018, the City Council awarded a \$229,988 contract to Public Restroom Company (PRC) for the fabrication and installation of a prefabricated restroom. The restroom has now been fabricated and is ready for installation. A construction contract is needed to prepare the park site for the installation of the restroom.

The new restroom features a utility room, two restrooms, natural ventilation, concrete floors and concrete block walls.

BACKGROUND: The Walnut Avenue Restroom Building No. 5 is a part of the Capital Improvement Program. The project entails preparing the park site for a new, pre-fabricated restroom building. Work includes site clearing, excavations, grading, and utility connections.

On March 28, 2019, the Notice Inviting Informal Bids for construction was advertised to trade publication services and on the City's website. The City received five bids in the office of the City Clerk, and they are as follow:

| No. | Contractor | Total |
|-----|--------------------------------|---------------------------|
| | Engineer's Estimate | \$75,000 |
| 1 | Thomas International Co. | \$66,093 (Non-Responsive) |
| 2 | Fleming Environmental Inc. | \$75,654 |
| 3 | Bunker Engineering | \$88,485 |
| 4 | R Dependable Construction Inc. | \$89,800 |
| 5 | Senitica Construction Inc. | \$119,600* |

*Note: Senitica Construction Inc. had an error in their Bid proposal. The correct Bid proposal should read \$119,600 instead of \$94,000.

At bid time, the apparent low bidder, Thomas International Co., (Contractor) had the proper contractor's license to perform this type of work. However, after the bid opening, the City received an email dated April 30, 2019, from the contractor. The Contractor inquired if the City would consider canceling the bid without any bid bond penalty because he could not secure the needed resources to construct the project. Based on this supplemental information, the City's Attorney's Office and Engineering Division agreed that the bid must be deemed non-responsive and therefore rejected. That said, the Project may be awarded to the second lowest responsible bidder, Fleming Environmental, Inc.

Having been in existence as a contractor since 1998, Fleming Environmental, Inc., exhibits the capability, capacity, and experience to perform the work required under this contract. Fleming Environmental, Inc., is located in the City of Fullerton, in Orange County. Within the last seven years, the Fleming Environmental, Inc., has completed a total of 299 projects totaling in excess of \$20 million.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15303, Class 3 (c) installation of small new equipment and facilities in small structures.

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Bid Summary
 - C. Notice of Exemption CEQA
 - D. Location Map

ES:lc

AGREEMENT

**WALNUT AVENUE RESTROOM BUILDING NO. 5
CITY PROJECT NO. 628-PRK**

THIS AGREEMENT for the **WALNUT AVENUE RESTROOM BUILDING NO. 5, CITY PROJECT NO. 628-PRK**, ("Agreement") is made and entered into by and between the **City of South Gate, a municipal corporation**, ("Owner"), and **Fleming Environmental Inc., a California Corporation**, License No. 746017 ("Contractor") on May 14, 2019.

The Owner and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the following project:

**WALNUT AVENUE RESTROOM BUILDING NO. 5
CITY PROJECT NO. 628-PRK**

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum of **Seventy-Five Thousand Six Hundred Fifty-Four Dollars and Zero Cents (\$75,654.00)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Request for Informal Bid, Attachment "A" Manufacture Product Information, the Bid Schedule, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants, their respective officers, agents, employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, consultants, sub-consultants, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

ARTICLE V

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.

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

CITY OF SOUTH GATE:

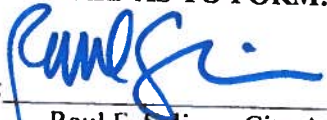
By: _____
Jorge Morales, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

Fleming Environmental Inc.
Corporation

By:  _____
Terry Fleming, President

Dated: 5-8-19 _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

DATED _____

Fleming Environmental Inc.
Corporation

CONTRACTOR

By: _____
Signature

Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, Attention of the City Engineer.
2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Course of Construction:** Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**WALNUT AVENUE RESTROOM BUILDING NO. 5
CITY PROJECT NO. 628-PRK**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate, a joint powers authority ("City" herein) has awarded to **Fleming Environmental Inc., a California Corporation**, ("Contractor" herein) a Contract for: **WALNUT AVENUE RESTROOM BUILDING NO. 5, CITY PROJECT NO. 628-PRK** ; and

WHEREAS, said Contractor is a Sole Proprietor herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Seventy-Five Thousand Six Hundred Fifty-Four Dollars and Zero Cents (\$75,654.00)**, lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:

Fleming Environmental Inc.
Corporation

1372 E. Valencia Dr.

Fullerton, CA 92831
(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**WALNUT AVENUE RESTROOM BUILDING NO. 5
CITY PROJECT NO. 628-PRK**

PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California (“City” herein), has awarded **Fleming Environmental Inc., a California Corporation** (“Contractor” herein) a Contract for the work described as follows:

**WALNUT AVENUE RESTROOM BUILDING NO. 5
CITY PROJECT NO. 628-PRK.**

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Seventy-Five Thousand Six Hundred Fifty-Four Dollars and Zero Cents (\$75,654.00)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2019.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

SOLE OWNERSHIP:

Fleming Environmental Inc.,
Corporation

1372 E. Valencia Dr.

Fullerton, CA 92831
(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

_____ being first duly sworn, deposes and says that he is
_____ of _____ (sole owner, a
partner, president, etc.) _____ the party making the foregoing bid,
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization or corporation, that such bid is genuine and not collusive or
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding,
that said bidder has not in any manner, directly or indirectly, sought by agreements,
communication or conference with anyone to fix the bid price of said bidder or of any other
bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other
bidder, or to secure any advantage against the public body awarding the Contract or anyone
interested in the proposed Contract; that all statements contained in such bid are true and, further,
that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof,
or the contents thereof, or divulged information or data relative thereto, or paid and will not pay
any fee in connection therewith to any corporation, partnership, company, association,
organization, bid depository or to any member or agent thereof, or to any other individual, except
to such person or persons as have a partnership or other financial interest with said bidder in their
general business.

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

(Attach Notary Certificate)

| Walnut Avenue Restroom Building No. 5, City Project 628-PRK Acct. No. 311-790-61-9212 BID OPENING: April 23, 2019 at 2:00 PM | | Thomas International Inc. 15041 Jackson St # 877 Midway City, CA 92655 | | Fleming Environmental 1372 E. Valencia Dr. Fullerton, CA 92831 | | Bunker Engineering 49299 Cohan Dr. Indio, CA 92201 | | R Dependable Construction 1019 W. 3rd St. San Bernardino, CA 92410 | |
|---|--|--|----------|--|--------------------|--|--------------------|--|--------------------|
| NO. | ITEM DESCRIPTION | UNIT | QUANTITY | Total Amount | | Total Amount | | Total Amount | |
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| 1 | Mobilization | LS | 1 | \$6,899.99 | \$6,899.99 | \$6,022.00 | \$6,022.00 | \$16,700.00 | \$16,700.00 |
| 2 | Traffic Control (Including 1 Project Sign) | LS | 1 | \$935.00 | \$935.00 | \$1,680.00 | \$1,680.00 | \$5,000.00 | \$5,000.00 |
| 3 | Demolition and Site Clearing | LS | 1 | \$795.00 | \$795.00 | \$8,553.00 | \$8,553.00 | \$5,300.00 | \$5,300.00 |
| 4 | Earthwork Removal, Excavation and Grading | CY | 75 | \$235.35 | \$17,651.25 | \$30.00 | \$2,250.00 | \$109.00 | \$8,175.00 |
| 5 | Dust Control and BMP | LS | 1 | \$735.00 | \$735.00 | \$2,240.00 | \$2,240.00 | \$4,100.00 | \$4,100.00 |
| 6 | Site Utility (6" VCP Sewer Service and Sewer C | LS | 1 | \$3,535.35 | \$3,535.35 | \$17,100.00 | \$17,100.00 | \$9,300.00 | \$9,300.00 |
| 7 | Electrical and Lighting | LS | 1 | \$4,349.55 | \$4,349.55 | \$20,000.00 | \$20,000.00 | \$13,000.00 | \$13,000.00 |
| 8 | Prefabricated Restroom Building (by Others) | NIC | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 9 | Concrete at Restroom Entrance, 6" thick; 560-C | SF | 200 | \$9.95 | \$1,990.00 | \$10.00 | \$2,000.00 | \$14.00 | \$2,800.00 |
| 10 | Concrete Flatwork (6" Depth); 560-C-3250 | SF | 700 | \$9.25 | \$6,475.00 | \$10.00 | \$7,000.00 | \$7.00 | \$4,900.00 |
| 11 | Structural Section for Building | SF | 625 | \$9.65 | \$6,031.25 | \$7.00 | \$4,375.00 | \$15.00 | \$9,375.00 |
| 12 | Concrete Curb and Gutter and AC Patch Work | LF | 45 | \$25.19 | \$1,133.55 | \$17.00 | \$765.00 | \$76.00 | \$3,420.00 |
| 13 | Asphalt Pavement | TON | 25 | \$550.00 | \$13,750.00 | \$105.00 | \$2,625.00 | \$163.00 | \$4,075.00 |
| 14 | Potholing for Existing Utilities (4 pot holes) | EA | 4 | \$453.00 | \$1,812.00 | \$261.00 | \$1,044.00 | \$585.00 | \$2,340.00 |
| | Total Base Bid | | | | \$66,092.94 | | \$75,654.00 | | \$88,485.00 |
| | | | | | | | | | \$89,800.00 |

16

| Walnut Avenue Restroom Building No. 5, City Project 628-PRK Acct No. 311-790-61-9212 | | Senitica Construction 12523 Limonite Ave. # 440-345 Mira Loma, CA 91752 | | | |
|--|---|---|----------|-------------|---------------------|
| BID OPENING: April 23, 2019 at 2:00 PM | | | | | |
| NO. | ITEM DESCRIPTION | UNIT | QUANTITY | Unit Price | Total Amount |
| 1 | Mobilization | LS | 1 | \$14,100.00 | \$14,100.00 |
| 2 | Traffic Control (Including 1 Project Sign) | LS | 1 | \$2,500.00 | \$2,500.00 |
| 3 | Demolition and Site Clearing | LS | 1 | \$6,000.00 | \$6,000.00 |
| 4 | Earthwork Removal, Excavation and Grading | CY | 75 | \$70.00 | \$5,250.00 |
| 5 | Dust Control and BMP | LS | 1 | \$2,500.00 | \$2,500.00 |
| 6 | Site Utility (6" VCP Sewer Service and Sewer C) | LS | 1 | \$18,970.00 | \$18,970.00 |
| 7 | Electrical and Lighting | LS | 1 | \$16,000.00 | \$16,000.00 |
| 8 | Prefabricated Restroom Building (by Others) | NIC | 0 | \$0.00 | \$0.00 |
| 9 | Concrete at Restroom Entrance; 6" thick; 560-C | SF | 200 | \$20.00 | \$4,000.00 |
| 10 | Concrete Flatwork (6" Depth); 560-C-3250 | SF | 700 | \$20.00 | \$14,000.00 |
| 11 | Structural Section for Building | SF | 625 | \$6.00 | \$3,750.00 |
| 12 | Concrete Curb and Gutter and AC Patch Work | LF | 45 | \$34.00 | \$1,530.00 |
| 13 | Asphalt Pavement | TON | 25 | \$1,200.00 | \$30,000.00 |
| 14 | Potholing for Existing Utilities (4 pot holes) | EA | 4 | \$250.00 | \$1,000.00 |
| | Total Base Bid | | | | \$119,600.00 |

Note: Senitica Construction Inc. had the incorrect Total Amount for Bid Item No. 9; Amount should read \$4,000 instead of \$2,400. And Bid Item 13 Should read \$30,000 instead of \$6,000. And therefore, the Total Contract Amount should Read \$119,600 instead of \$94,000

NOTICE OF EXEMPTION

TO: County Clerk/Registrar-Recorder
County of Los Angeles
Environmental Filings
12400 E. Imperial Hwy
Norwalk, CA 90650

FROM: Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Project Title and Location (including county):

Walnut Avenue Restroom Building No. 5, City Project No. 628-PRK. 9520 Hildreth Avenue
South Gate, Los Angeles, CA 90280

Project Description:

Site clearing, excavation and grading, installation of sewer line and cleanouts, installation of electrical conduits and utility connection to the prefabricated restroom building.

Name of Public Agency Approving Project:

City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate

Exempt Status: (Check one)

- Ministerial (Sec. 21080 (b) (1); 15268);
- Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Categorical Exemption: Section: 15301 Class: 3 (c)
- Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:

This project is Categorically Exempt under Existing Facilities Section 15301 Class 3 (c) installation of small new equipment and facilities in small structures.

Lead Agency Contact Person and Phone Number:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate
323-357-9657 acervantes@sogate.org

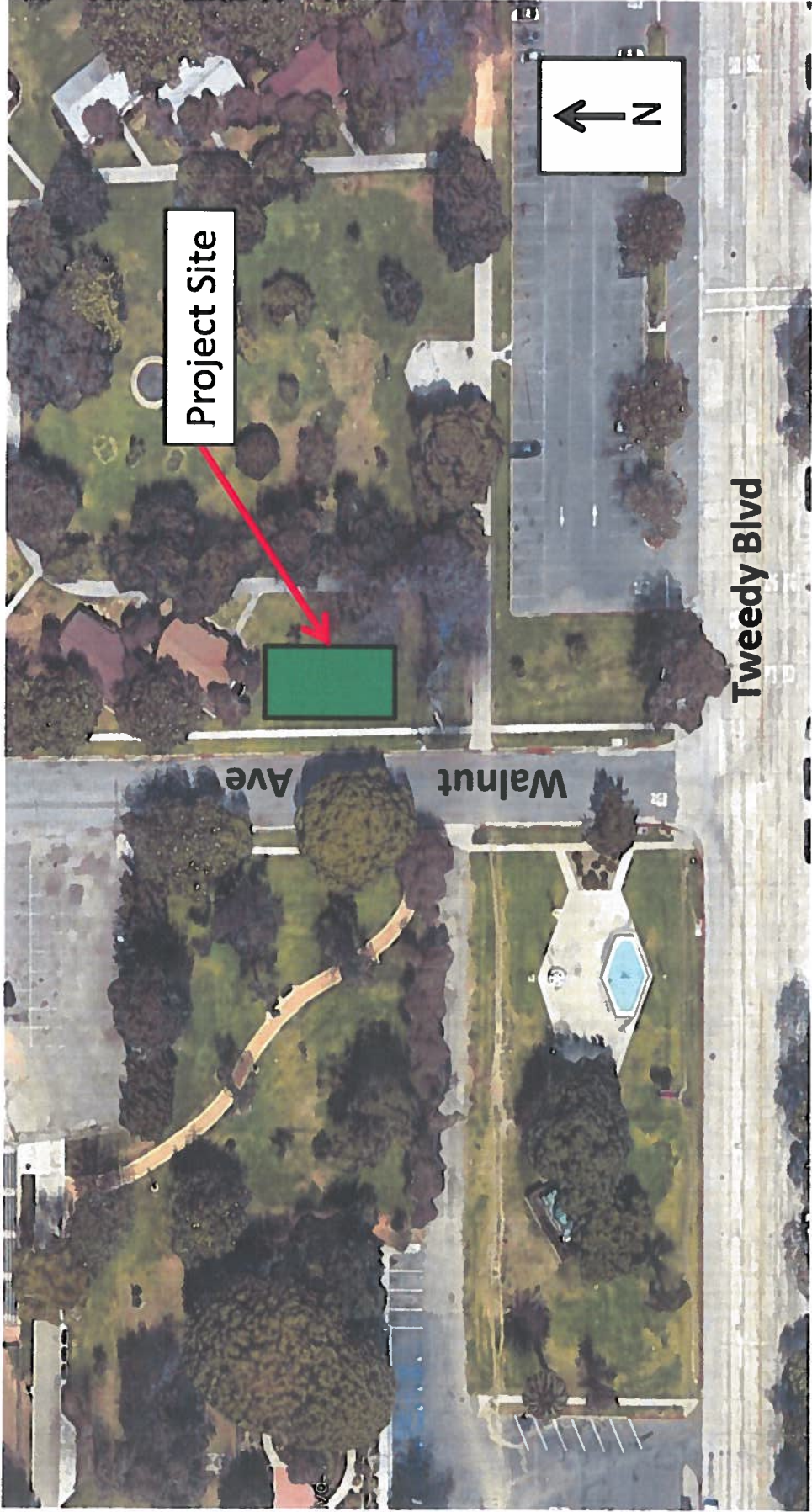
Prepared and filed by the South Gate Public Works Department by:

Arturo Cervantes, P.E., Assistant City
Manager/Director of Public Works

Signature

Printed Name and Title

Date



Attachment C: Location Map

Walnut Ave Restroom Building No. 5, City Project No. 628-PRK

RECEIVED

MAY 9 2019

City of South Gate Item No. 10
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:05pm

For the Regular Meeting of: May 14, 2019

Originating Department: Public Works

Department Head:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3368 WITH BIGGS CARDOSA & ASSOCIATES, INC., TO PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS METRO ID NO. F3124

PURPOSE: Biggs Cardosa & Associates, Inc., (BCA) is providing Construction Management Services on the Firestone Boulevard Regional Corridor Capacity Enhancement Project (The Boulevard Project). The original Professional Services Agreement (PSA) with the City was based on a construction project that changed in schedule (extended five months) and in scope (\$2.36 Million of improvements added). Accordingly, Amendment No. 1 is needed to align the PSA with the amended construction project. Proposed Amendment No. 1 will fund the additional services needed through the completion of construction and provide additional time to close-out the project.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 3368, in the amount of \$249,000, with Biggs Cardosa & Associates, Inc., to provide additional professional services related to construction management and construction support for The Boulevard Project, resulting in a total contract amount not-to-exceed \$1,509,027 and extend the term of the contract two additional months from October 31, 2019 to December 31, 2019; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Contract No. 3368 is funded with Metro grant and local funds as listed below and is budgeted in Account No. 311-790-31-9447. See Attachment "D" for a complete budget summary.

| | Call for Project | Measure R | Senate Bill 1 | Total | Construction Project | |
|-------------------|------------------|------------------|------------------|--------------------|----------------------|------------------|
| | | | | | Schedule | Budget |
| Contract No. 3368 | \$653,347 | \$513,345 | \$93,335 | \$1,260,027 | *16 Months | \$13.3 M |
| Amendment No. 1 | \$0 | \$22,000 | \$227,000 | \$249,000 | **6 Months | \$2.36 M |
| Total | \$653,347 | \$535,345 | \$320,335 | \$1,509,027 | 22 Months | \$15.66 M |

* Reflects a 14-month construction schedule, plus two additional months for project start-up and close-out.

** Reflects an additional construction time frame of 5 months, plus one additional month for project close-out.

ANALYSIS: The City entered into a PSA with BCA for the construction management of The Boulevard Project. The PSA was based on the original scope of work of The Boulevard Project which had \$13.3 Million in improvements and a 14-month construction schedule. That scope of the project was subsequently expanded (Expanded Scope) however the scope of the PSA was not. The Expanded Scope included \$2.36 million in additional construction improvements such as bus pullouts, right-turn lane, surveillance cameras, ADA ramps, new traffic signal at Calden Avenue, unforeseen field conditions, and traffic signal improvements. It also included an extension of 5 months to the

construction schedule. These additional improvements were not a part of the PSA with BCA. As such, the PSA must now be amended to align the scope of services with the Expanded Scope and scheduled of the project.

As a strategy to keep costs down, the Public Works Department and BCA utilized as much of the original budget as possible to manage the initial and the Expanded Scope. Point in case, the initial scope of the PSA had a \$1,260,027 budget to manage a 14-month construction schedule and two additional months for start-up and project close-out. That original construction schedule ended in March of 2019. As of March 31, 2019, only \$1,112,338 was utilized leaving a balance of \$147,689.

The remaining balance of \$147,689 plus the additional budget request of \$249,900 will be used to cover the additional services needed to complete construction (August 22, 2019) and to close-out the project (December 31, 2019). Project close-out services include completing as-builts, reviewing final invoices and payments, resolving potential claims, etc.

The fees proposed for Amendment No. 1 are reasonable. As a measure of comparison, the original fees of \$1,260,027 represented 9.5% of the construction cost. The total fees will represent 9.6% of the final construction costs, estimated. The industry standard for construction management services costs typically range from 10% to 15% of the construction value.

BACKGROUND: On September 12, 2017, the City Council approved Contract No. 3368 with BCA for professional services related to construction management and construction support services for The Boulevard Project. The scope of work included construction administration, construction inspection, labor compliance, materials testing services, utility coordination and compliance with federal regulations. The contract amount of \$1,260,027 covered a 14-month construction schedule plus two additional months for project start-up and close-out.

On October 23, 2018, the City Council authorized expanding the scope of work of the construction contract for The Boulevard Project (Expanded Scope), after a budget analysis showed that the project was proceeding under budget by over \$2.8 million. A total in \$2.36 million was approved to expand the scope of the project.

At the time that the City Council approved these changes, the City Council was not requested to amend the PSA with BCA. This was a strategic decision by staff as it was envisioned that the initial construction management budget would be utilized to cover as much of the Expanded Scope as possible.

Contract No. 3368 is proceeding under budget. The PSA authorized BCA to expend a total budget of \$1,260,027 over a 16-month project schedule, and at the conclusion of 16 months, a budget of \$147,689 remains.

The remaining contract balance of \$147,689, in addition to Amendment No. 1 of \$249,000, will be enough to cover the costs of additional services from April 2019 through December 2019. Amendment No. 1 includes additional construction management services such as: construction administration, construction inspection, labor compliance, materials testing services, and project close-out.

The project is currently under construction with an anticipated construction completion date of August 2019 and project close-out of December 2019.

- ATTACHMENTS:**
- A. Amendment No. 1
 - B. Contract 3368
 - C. Location Map
 - D. Budget Summary

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH BIGGS CARDOSA & ASSOCIATES, INC.**

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

RECITALS:

WHEREAS, CITY and ENGINEER have previously executed that certain Agreement for Professional Services dated September 12, 2017, Contract No. 3368 ("Agreement") relating to professional services in the City of South Gate, in a sum not to exceed \$1,260,027; and

WHEREAS, CITY requests Engineer to perform additional professional services related to construction management and construction support of the Firestone Boulevard Regional Corridor Capacity Enhancements Project, Alameda Street to Hunt Avenue, City Project No. 476-TRF Metro Call For Projects Metro ID No. F3124; and

WHEREAS, CITY and Engineer desire to execute Amendment No. 1 covering said as-needed engineering services for an amount not to exceed Two Hundred Forty Nine Thousand Dollars and no cents (\$249,000) under the terms and conditions of Agreement No. 3368; and

WHEREAS, the current term of that Agreement is two (2) years ending October 31, 2019, and

WHEREAS, City desires to extend that Agreement for a period of two (2) additional months to December 31, 2019 to allow Engineer to complete the project;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**
 - a. ENGINEER shall expand its scope of work, 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 AMENDMENTS.

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

3. EFFECTIVE DATE.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed and attested by their respective officers hereunto duly authorized.

**"CITY"
CITY OF SOUTH GATE**

Jorge Morales, Mayor

Dated: _____

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

**"ENGINEER"
BIGGS CARDOSA & ASSOCIATES, INC.**

DocuSigned by:
Michael Thomas

966AB0E147A549D...

Principal
Title: _____

5/7/2019

Dated: _____

APPROVED AS TO FORM:

Raul F. Salinas

Raul F. Salinas, City Attorney

EXHIBIT A

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

500 S. Main Street, Ste 400
Orange, CA 92668-4507
Telephone 714-550-4885
Facsimile 714-550-7284

April 17, 2019

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

Attention: Clint Herrera

**Subject: Firestone Blvd. Regional Corridor Capacity Enhancements Project
Cost Proposal for Additional Construction Management Services**

Dear Clint,

As you are aware, the construction schedule for the Boulevard Project is experiencing delays which is preventing the controlling activities to be completed on schedule. As of today, and based on the latest design changes, construction contract change orders and the latest construction schedule, it is anticipated that the project will get extended from March 27, 2019 to August 22, 2019 (a 5-months extension of time).

We now write to request your approval of a corresponding extension of our existing staff to address the additional requirements of the project. The proposed extension of our staff will enable us to provide construction management services throughout the new anticipated completion date of August 22, 2019.

Our requested amended fee proposal incorporates all the additional change order requests valued at approximately \$2.2M. Please note that the additional scope of work generated from various change orders has had a cumulative effect on us due to several events which set off a chain of similar events.

Please see enclosed our staffing and estimated amended fee for your consideration. The current budget for several of our construction management services will be exhausted by approximately the first week of April. This is in line with our commitment to the City of South Gate to a 280 working day services which has started in September of 2017, earlier than what we had originally proposed. Please note that our CM additional fees enclosed is based on one 8-hour shift.

Request Summary

In summary, we are asking the City to **increase our Construction Management budget for this project by an amount of \$249,000, from \$1,260,027 to \$1,509,027 (including an additional month for close-out). Please that this amount does not include any future change order requests.**

We trust you will agree to the additional services described above and request your formal approval in order for us to continue our construction management services.

If you have any questions, please do not hesitate to give me a call at 949-460-4640.

Sincerely,

BIGGS CARDOSA ASSOCIATES, INC.



Mazen Mneimneh, P.E.
Construction Manager

| Estimated Fee (April 2019) | | | | | | | | | | | | | | | | | | | | | |
|--|---|--------------------------|-----------------|---------------------------------|---------------------------------------|--------------------------|-----------------------------------|-----------------|----------------|--------------|---------------|---|-------------|--------------|--------------|---|-------------------------|-------------|--------------|--|---------------|
| Additional Services for Construction Management Services | | | | | | | | | | | | | | | | | | | | | |
| City of South Gate | | | | | | | | | | | | | | | | | | | | | |
| Firestone Boulevard Project | | | | | | | | | | | | | | | | | | | | | |
| Task # | CM Services | Original Contract Amount | Amendments #001 | Current Contract Amount to Date | Billed to Date Through March 31, 2019 | Current Contract Balance | Forecasted Remaining Fee per Task | | | | | Additional Construction Fee Through August 22, 2019 5 Month Extension | | | | Post Construction Period 90 Calendar Days 1 month close out | | | | Requested General Fee As of April 2019 | |
| | | | | | | | Working Days | Caltrans Days # | Period Through | Hourly Rates | Extended Fees | Estimated hours per day | Total Hours | Working Days | Hourly Rates | Extended Fees | Estimated hours per day | Total Hours | Hourly Rates | | Extended Fees |
| 1 | Project Administration (BCA) | \$28,000 | | \$28,000 | \$77,717 | \$283 | 0.14 | 499 | 3/22/2019 | \$250 | \$283 | 0.05 | 8 | 101 | \$250 | \$2,000 | 0.09 | 2 | \$250 | \$500 | \$2,500 |
| 2A | Construction Management (M/ZM-BCA) | 484,233 | | \$484,233 | \$471,358 | \$12,874.83 | 31 | 530 | 5/29/2019 | \$178 | \$43,669.83 | 1.00 | 70 | 70 | \$178 | \$12,522 | 4.00 | 88 | \$178 | \$15,667 | \$16,121 |
| 2B | Darkus Johnson (BCA) | | | | | | 15 | 514 | 5/31/2019 | \$169 | \$20,180 | 5.76 | 453 | 86 | \$169 | \$76,504 | 4.00 | 88 | \$169 | \$14,872 | \$16,120 |
| 3 | Inspection (Anderson Penna) | \$337,680 | | \$337,680 | \$326,013 | \$11,667 | 11 | 510 | 4/8/2019 | \$130 | \$11,667 | 8.00 | 718 | 90 | \$130 | \$93,373 | 5.45 | 120 | \$130 | \$15,600 | \$118,973 |
| 4 | Traffic Engineering (Willdan) | \$86,840 | | \$86,840 | \$10,250 | \$76,590 | 10 | 509 | 4/5/2019 | \$185 | \$15,000 | | | | \$185 | \$0 | 0.00 | 0 | \$185 | \$0 | \$0 |
| 5 | Monument Restoration/Surveying (Keburveys) | \$48,425 | | \$48,425 | \$28,387 | \$20,038 | 4 | 503 | 3/27/2019 | \$245 | \$8,000 | 0.00 | 0 | 97 | \$245 | \$0 | 0.18 | 4 | \$245 | \$980 | \$1,000 |
| 6 | Materials Testing (N&M) | 65,252 | | \$65,252 | \$54,516 | \$10,736 | 26 | 525 | 4/29/2019 | \$98 | \$20,000 | 0.25 | 19 | 75 | \$98 | \$1,850 | 0.25 | 0 | \$98 | \$0 | \$1,850 |
| 7 | Public Outreach (Arellano Associates) | 55,274 | | \$55,274 | \$48,921 | \$6,353 | 0 | 499 | Terminated | \$171 | \$0 | | | | \$171 | \$0 | 0.00 | 0 | \$171 | \$0 | \$0 |
| 8 | Archaeologist/Paleontologist (ArchaeoPaleo) | \$71,789 | | \$71,789 | \$44,726 | \$27,063 | 18 | 517 | 4/17/2019 | \$106 | \$15,000 | 0.40 | 33 | 83 | \$106 | \$3,532 | 0.09 | 2 | \$106 | \$212 | \$3,744 |
| 9 | Arborist (Carlberg) | \$32,894 | | \$32,894 | \$17,621 | \$15,273 | 4 | 503 | 3/27/2019 | \$250 | \$8,000 | | | | \$250 | \$0 | 0.00 | 0 | \$250 | \$0 | \$0 |
| 10 | Landscape Architect Support (Pat Smith) | \$15,000 | | \$15,000 | \$12,150 | \$2,850 | 2 | 501 | 3/25/2019 | \$150 | \$2,850 | 0.10 | 10 | 99 | \$150 | \$1,479 | 0.00 | 0 | \$150 | \$0 | \$1,479 |
| 11 | Office Engineer/Labor Compliance (BCA) | \$29,440 | | \$29,440 | \$66,707 | -\$37,267 | 0 | 499 | 3/21/2019 | \$115 | \$0 | 0.00 | 0 | 101 | \$115 | \$0 | 2.73 | 80 | \$115 | \$6,900 | \$6,900 |
| 12 | Scheduling | \$5,200 | | \$5,200 | \$2,160 | \$3,040 | 3 | 502 | 3/26/2019 | \$127 | \$3,040 | 0.25 | 4 | 98 | \$127 | \$508 | 0.00 | 0 | \$127 | \$0 | \$508 |
| R | Reimbursables | | | \$0 | \$1,811 | -\$1,811 | | | | | \$0 | | | | | \$2,000 | | | | \$0 | \$2,000 |
| | | \$1,260,027 | \$0 | \$1,260,027 | \$1,112,338 | \$147,689 | | | | | \$147,689 | | | | | \$193,769 | | | | \$55,291 | \$249,060 |

Note:
1 - Schedule of Rate is based on one 8-hour shift

Estimated Fee (April 2019)
Additional Services for Construction Management Services
City of South Gate
Firestone Boulevard Project (By Segments)

| Task # | CMB Services | SEGMENT A | | | SEGMENT B | | | SEGMENT C | | |
|--------|---|--|--|--|--|--|--|--|--|--|
| | | Additional Construction Period Through August 22, 2018 3 Month Extension | Post Construction Period 90 Working Days 3 month close out | Original Estimated Project Cost 2017 | Additional Construction Period Through August 22, 2018 3 Month Extension | Post Construction Period 90 Working Days 3 month close out | Original Estimated Project Cost 2017 | Additional Construction Period Through August 22, 2018 3 Month Extension | Post Construction Period 90 Working Days 3 month close out | Original Estimated Project Cost 2017 |
| | | Extended Fees | Extended Fees | | Extended Fees | Extended Fees | | Extended Fees | Extended Fees | |
| 1 | Project Administration (BCA) | \$1,037 | \$259 | \$1296 | \$815 | \$204 | \$1019 | \$148 | \$37 | \$185 |
| 2A | Construction Management (BCM - BCA) | \$6,493 | \$8,123 | \$14,616 | \$5,102 | \$6,383 | \$11,485 | \$928 | \$1,161 | \$2,089 |
| 2B | Open Auction (BCA) | \$39,647 | \$2,715 | \$42,362 | \$21,164 | \$4,019 | \$25,183 | \$5,669 | \$1,103 | \$6,772 |
| 3 | Inspection (Anderson Panel) | \$48,414 | \$4,089 | \$52,503 | \$19,242 | \$4,354 | \$23,596 | \$4,919 | \$1,130 | \$6,049 |
| 4 | Traffic Engineering (Williams) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5 | Monument Restoration/Surveying (Kilbunney) | \$0 | \$300 | \$300 | \$0 | \$388 | \$388 | \$0 | \$78 | \$48 |
| 6 | Materials Testing (M&M) | \$559 | \$0 | \$559 | \$793 | \$0 | \$793 | \$117 | \$0 | \$117 |
| 7 | Public Outreach (Arelmano Associates) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 8 | Archaeologist/Paleontologist (ArchaeoPhilo) | \$1,832 | \$130 | \$1,962 | \$1,439 | \$80 | \$1,519 | \$292 | \$18 | \$517 |
| 9 | Arboreal (Carlberg) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 10 | Landscape Architect Support (Pat Smith) | \$767 | \$0 | \$767 | \$609 | \$0 | \$609 | \$110 | \$0 | \$110 |
| 11 | Office Engineer/Labor Compliance (BCA) | \$0 | \$3,378 | \$3,378 | \$0 | \$2,811 | \$2,811 | \$0 | \$811 | \$3,622 |
| 12 | Scheduling | \$263 | \$0 | \$263 | \$277 | \$0 | \$277 | \$18 | \$0 | \$18 |
| R | Reimbursables | \$1,037 | \$259 | \$1,296 | \$815 | \$204 | \$1,019 | \$148 | \$37 | \$185 |
| | | \$100,469 | \$28,637 | \$129,106 | \$78,941 | \$22,501 | \$101,442 | \$14,358 | \$4,083 | \$18,441 |

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and BIGGS CARDOSA ASSOCIATES INC., a California corporation, ("Consultant") identified in Section 1 hereof.

RECITALS

WHEREAS, City desires to engage Consultant to perform certain specialized technical and professional engineering services, as provided herein, in connection with that certain project identified as: **CONSTRUCTION MANAGEMENT SERVICES FOR THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS METRO ID NO. F3124;**

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Biggs Cardosa Associates Inc.
5000 Main St. Suite 400
Orange, CA 92868-4507
Tel (714) 550-4665

2. **Representatives of the Parties and Service of Notices.**

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

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

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

B. The principal representative of the Consultant shall be:

Michael Thomas, S.E. Principal
Biggs Cardoso Associates Inc.
5000 S. Main St. Suite 400
Orange, CA 92868-4507
Tel (714) 550-4665
Email: mthomas@biggscardosa.com

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

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

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, on an as-needed basis to perform technical and professional services in accordance with the "Scope of Work" attached hereto as Exhibit "A" and proposal attached hereto as Exhibit "B." Consultant shall perform and complete, in a manner satisfactory to City, all work and services requested in accordance with Exhibit "A" The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Commencement and Completion of Work.

The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Director of Public Works, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work requested in accordance with Exhibit "A" shall be for a term of two (2) years, commencing on the date of the last signature on this agreement and ending on October 31, 2019, exclusive of any review periods required by City and any extensions approved pursuant to Section 5 below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Director of Public Works.

5. Extension of Time for Completion of Work.

A. If, at any time, the work is delayed due to suspension order by the City, or due to any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 11.

B. Consultant shall submit to the Director of Public Works a written request for an extension of time within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period shall constitute a waiver thereof. The Director of Public Works shall, in his sole discretion, determine whether and to what extent any extensions of time shall be permitted. If the Director of Public Works approves such request, he shall do so in writing.

C. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, the City shall in good faith consider any request for additional compensation submitted by Consultant.

6. Data Provided to Consultant.

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

7. Independent Contractor.

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

8. Consultant's Personnel.

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

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

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

D. Each project proposal shall disclose sub-consultants and the estimated cost of work. All sub-consultant services shall require prior approval of the Public Works Department.

E. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant and/or its employee, independent contractors, agents, or

representatives in connection with the work performed arising from this Agreement, to the extent resulting from their negligent or other wrongful conduct.

9. Compensation.

A. The total compensation to be paid by City to Consultant for as needed work and services described in Exhibits "A" shall be as submitted in the proposal for an amount not to exceed **One Million Two Hundred Sixty Thousand Twenty Seven Dollars and Zero Cents (\$1,260,027)**. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within sixty (60) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

10. Indemnity and Insurance.

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

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

(a) Workers' Compensation and Employer's Liability

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

(b) Comprehensive General Liability

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

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

ten (10) days notice if cancellation is due to nonpayment of premium.

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

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

(b) "Severability of Interest" clause.

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

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

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

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

11. Termination for Convenience.

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

12. Termination for Cause.

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

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

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

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 12, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

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

D. If, after notice of termination of the Agreement under the provisions of this Section 12, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13. Non-Discrimination and Equal Employment Opportunity.

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

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

14. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

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

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

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

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

15. Subcontracting, Delegation and Assignment.

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

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

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

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

such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. City's reuse of such materials on any project other than the project, which is the subject of this Agreement, shall be at City's sole risk.

17. Entire Agreement and Amendments.

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

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

18. Resolution of Disputes.

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

19. Severability

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

20. Exhibits.

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

Exhibit "A" Proposal dated July 12, 2017
Exhibit "B" Fee Schedule dated September 6, 2017

21. Governing Law.

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

22. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement. Agreement for professional services is approved for two (2) years ending October 31, 2019.

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF SOUTH GATE AND BIGGS CARDOSA & ASSOCIATES, INC.**


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

**"CITY"
CITY OF SOUTH GATE**

By: 
Maria Davila, Mayor

Dated: 09/12/2017

ATTEST:


Carmen Avalos, City Clerk
(SEAL)

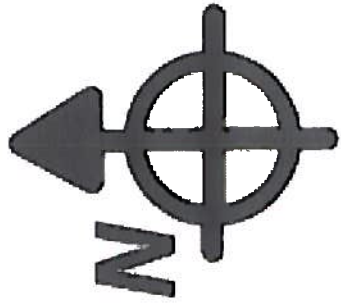
**"CONSULTANT"
BIGGS CARDOSA & ASSOCIATES, INC.**

By: 
Signature
PRESIDENT
Title

Dated: 9/27/17

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney



Los Angeles River

Firestone Place

Rayo Avenue

Third Segment

Atlantic Avenue

Annetta Avenue

Second Segment

Firestone Boulevard

California Avenue

First Segment

Alameda Street

Project Construction Location

FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT

ATTACHMENT D – BUDGET SUMMARY

| | Call for Project | City Funds | Prop C LR | Measure R | Measure M | Senate Bill 1 | Total | Budget Balance |
|--|------------------|------------|--------------|--------------|--------------|---------------|---------------|----------------|
| Project Budget | \$ 7,071,322 | \$ 745,022 | \$ 3,500,000 | \$ 6,000,000 | \$ 2,000,000 | \$ 932,684 | \$ 20,249,028 | \$ 20,249,028 |
| Future Incoming Budget* | | \$ 390,968 | | | | | \$ 390,968 | \$ 20,639,996 |
| Design Phase | \$ 927,975 | | \$ 493,737 | \$ 3,680 | \$ 24,117 | | \$ 1,449,509 | \$ 19,190,487 |
| Construction Management | \$ 653,347 | | | \$ 513,345 | | \$ 93,335 | \$ 1,260,027 | \$ 17,930,460 |
| Amendment No. 1 | | | | \$ 22,000 | | \$ 227,000 | \$ 249,000 | \$ 17,681,460 |
| Contract Amount | \$ 4,350,414 | \$ 658,895 | \$ 2,206,449 | \$ 4,131,165 | \$ 1,786,089 | \$ 145,620 | \$ 13,278,632 | \$ 4,402,828 |
| CCO No. 1** | \$ 521,859 | | \$ (330,000) | \$ 819,600 | \$ 213,911 | \$ (66,240) | \$ 1,159,130 | \$ 3,243,698 |
| CCO No. 1 (Revised) | \$ 468,432 | | \$ (38,936) | \$ 224,530 | | \$ (145,620) | \$ 508,406 | \$ 3,894,422 |
| CCO No. 2 | \$ 224,370 | | \$ 186,925 | \$ 244,653 | | | \$ 655,948 | \$ 3,238,474 |
| CCO No. 3 | \$ 361,664 | \$ 380,968 | \$ (273,340) | \$ 30,000 | | | \$ 499,292 | \$ 2,739,182 |
| Hildreth Intersection/Student Barrier Improvements | | \$ 90,000 | | \$ 135,000 | | | \$ 225,000 | \$ 2,514,182 |
| Planned Misc. Costs*** | \$ 85,120 | | \$ 157,124 | \$ 351,911 | | \$ 153,913 | \$ 748,068 | \$ 1,766,114 |
| Contingency/Unused Funds | | \$ 6,127 | \$ 768,041 | \$ 343,716 | \$ 189,794 | \$ 458,436 | \$1,766,114 | |

*Future Incoming Budget" consists of \$90,000 budgeted for the Hildreth Improvements, \$20,000 budgeted in Water Funds, and \$280,968 planned to be received from East Los Angeles College from their fairshare cost of the proposed traffic signal improvements on Calden Avenue

**CCO No. 1 in the amount of \$1,159,130 is not a part of this summation table because it is to be replaced by CCO No. 1- Revised.

***"Planned Misc. Costs include items such as additional construction management, design, staff time, project management, etc.

RECEIVED

Item No. 11

MAY 9 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 14, 2019
Originating Department: Community Development

Department Director:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3504 WITH INTERWEST CONSULTING GROUP, INC., FOR INTERIM SENIOR PLANNER SERVICES

PURPOSE: To amend a Professional Services Agreement with Interwest Consulting Group, Inc., to provide Interim Senior Planner services, to be used on an as-needed basis. These services include planning related activities associated with the currently vacant Senior Planner position in the Community Development Department.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 3504, Professional Services Agreement with Interwest Consulting Group, Inc., for continued consulting services for Interim Senior Planner services in an amount not to exceed \$50,000; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FA **FISCAL IMPACT:** Funds for the amendment to this agreement are covered by the salary and benefits savings from the vacant Senior Planner position.

ANALYSIS: None.

BACKGROUND: On January 22, 2019, the City Manager approved Contract No. 3504 with Interwest Consulting Group, Inc. (Interwest), a California corporation, in the amount of \$50,000, to provide Interim Senior Planner services from January 22, 2019 until January 22, 2020. The City entered into this Agreement with Interwest while the City recruits for a permanent candidate for Senior Planner. Funds expended to date are \$21,150 but it is anticipated that additional funds will be needed to cover services until the Senior Planner position is filled. The recruitment is still on-going, and staff anticipates that it will need Interwest's services until the recruitment process is completed. Therefore, an additional \$50,000 is being requested for Interwest's continued services, to be used on an as-needed basis.

Interwest offers a wide range of services covering planning, engineering and project management services for public agencies. Interwest is currently providing a contract planner under the existing Agreement that is performing at a very high level. These services cover all phases of project development from conceptual design through construction. Interwest has proven to have highly qualified staff that have worked with many public agencies. This contract agreement is on an as-needed basis. The City is in

no way locked in with the length of the contract. The City has no obligation to continue using Interwest's services and may elect to terminate the contract at any time.

ATTACHMENTS: A. Amendment No. 1 to Contract No. 3504
 B. Contract No. 3504

AMENDMENT NO. 1
AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 to Contract No. 3504, Agreement for Professional Services ("Amendment No. 1") is made and entered into by and between the City of South Gate (hereinafter referred to as "City"), and Interwest Consulting Group, Inc., a California corporation, (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. City and Consultant have previously executed that certain Agreement for Professional Services, dated January 22, 2019, Contract No. 3504 ("Agreement"), relating to Interim Senior Planner Services in the amount of \$50,000.

B. The City does not have the personnel able and/or available to perform the services required under this Agreement.

C. The City desires to contract out for consulting services to Interwest Consulting Group, Inc.

D. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

E. The City desires to contract with the Consultant to perform the services described in Exhibit A of this Amendment No. 1.

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 Proposal attached to as Exhibit "A" and made part of the Agreement and this Amendment No. 1. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Amendment No. 1 will become effective on **May 14, 2019** and will remain in effect for a period of **one (1) year** from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The **Community Development Director**, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the **Community Development Director** 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 Amendment No. 1 in accordance with the Consultant's fee and cost schedule included in the Exhibit "A". The cost of services shall not exceed **\$50,000.00**. No additional compensation shall be paid for any other expenses incurred unless first approved by the **Community Development Director**. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

5.0 NO MODIFICATIONS TO REMAINDER OF AGREEMENT. Except as so modified by this Amendment No. 1, the terms of the Agreement remain valid and are binding on the parties.

This Amendment No.1 is executed this 14th day of May, 2019, at South Gate, California.

CITY OF SOUTH GATE:

Jorge Morales, Mayor


ATTEST:

Carmen Avalos, City Clerk

CONSULTANT:

Terry Rodrigue, President

APPROVE AS TO FORM:



Raul F. Salinas, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into by and between the City of South Gate (hereinafter referred to as "City"), and Interwest Consulting Group, Inc., a California 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 Interwest Consulting Group, Inc.

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 Proposal attached to as Exhibit A 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.

2.0 TERM OF AGREEMENT. This Agreement will become effective on **January 22, 2019** and will remain in effect for a period of **one (1) year** from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The **Community Development Director**, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the **Community Development Director** 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 Proposal. The cost of services shall not exceed **\$50,000.00**. No additional compensation shall be paid for any other expenses incurred

unless first approved by the **Community Development Director**. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

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 Finance Director or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) 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 Consultants 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.

6.2 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, and 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 one (1) day prior to beginning of performance under this Agreement:

(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) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) 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.

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: Joe Perez, Director of Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

TO CONSULTANT: Mike Kashiwagi, Chief Operations Officer
Interwest Consulting Group, Inc.
15140 Transistor Lane
Huntington Beach, CA 92649

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. CONTRACTOR 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 CONTRACTOR 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.

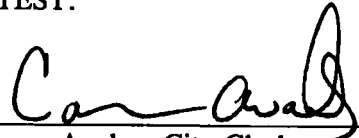
This Agreement is executed this 22nd day of January, 2019, at South Gate, California.

CITY OF SOUTH GATE:



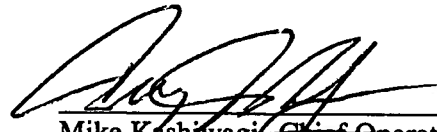
Michael Flad, City Manager

ATTEST:



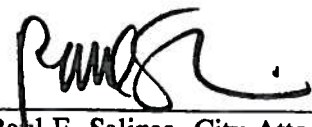
Carmen Avalos, City Clerk

CONSULTANT:



Mike Kashiwagi, Chief Operations Officer
Terry Rodriguez, President

APPROVE AS TO FORM:



Raul F. Salinas, City Attorney

January 21, 2019

Joe Perez,
Director of Community Development
City of South Gate
8650 California Avenue
South Gate, CA 90280



RE: Proposal to Provide Interim Sr. Planner

Mr. Perez,

Thank you for the opportunity to further serve the City of South Gate. Per our conversation, please accept this letter as our proposal to provide an Interim Senior Planner to work within your Planning Department. To provide these services, we propose **Steven Masura**, a highly qualified planner, at an hourly rate of \$100.

We understand that Mr. Masura will work on-site at City Hall full-time, Monday-Thursday, and will be available as needed for City Council and Planning Commission meetings and other events outside these hours. He is available to begin work on January 22, 2019.

We appreciate the opportunity to assist you. Please let me know if you have any questions, or if there are any other services we can provide.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Kashiwagi", is written over the typed name and title.

Mike Kashiwagi
Chief Operations Officer
Interwest Consulting Group

cc: Eric Norris

RECEIVED

MAY 7 2019

Item No. 12

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

City of South Gate
CITY COUNCIL

8:25 am

AGENDA BILL

For the Regular Meeting of: May 14, 2019
Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:



Michael Flad

SUBJECT: NONPROFIT & COMMUNITY-BASED ORGANIZATION DEVELOPMENT PLAN

PURPOSE: To approve an Agreement and appropriate funding for a study and plan for future support efforts that will strengthen the City's existing nonprofit organizations and attract new nonprofit organizations to better serve the needs of the community.

RECOMMENDED ACTIONS:

- a. Approve Agreement with RSG, Inc., to prepare a Nonprofit & Community-Based Organization Development Plan (Study) to increase the capacity of nonprofit and community-based organizations to better serve the community, in the amount not to exceed \$25,000;
- b. Appropriate \$25,000 from the restricted UDAG Fund balance to Account Number 262-401-61-6101 (UDAG Fund - Parks Administration - Professional Services) to fund the cost of this Agreement;
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Authorize the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this Study.

 **FISCAL IMPACT:** Funds were not included in the Fiscal Year 2018/19 budget for this item; therefore, if the City Council approves this Agreement, funds, in the amount of \$25,000, will need to be appropriated from the restricted UDAG Fund balance. The current balance of the restricted UDAG Fund is \$392,669.

ALIGNMENT WITH COUNCIL GOALS: This Study supports City Council Goal #1, Item 11 – Develop and present to the City Council a strategy for increasing the capacity of the City's nonprofit agencies. It is also consistent with the Parks & Recreation Master Plan policy: "To support and expand the availability of services provided to our community by non-profit organizations."

ANALYSIS: For the past two years, at the request of the City Council, staff has been working to identify ways that the City can support the existing nonprofit organizations to increase their capacity of services and to attract new nonprofit organizations to the community. As a corollary of this effort is the desire to increase availability of outside donations and foundation grants available to those organizations serving the community.

Staff has provided some findings to the City Council in the past regarding the organizations currently serving the community and the roadblocks and restrictions which prevent them from providing additional service. The scope of this project has continued to grow and is now at a point where it cannot reasonably be completed to the full expectation of the City Council as an ancillary project for one staff person. Staff is therefore recommending that an outside consultant be contracted to assist.

RSG, Inc., (RSG) recently completed an Economic Development plan for the City outlining strategic steps that the City can actively pursue that will encourage more businesses, employers and economic opportunities to come to South Gate. In reviewing the current scope of services desired for development of a Nonprofit & Community-Based Organization Development Plan, City staff feels that RSG has excellent qualifications for completion of the Study. A proposal for this service has been attached along with a proposed professional services agreement. The cost of the proposed services will not exceed \$25,000.

BACKGROUND: Nonprofit organizations are an important resource to any community-providing low cost or free services to the community and filling an important gap between services provided by for-profit businesses and those provided by government. Government-provided services require tax dollars and those communities that require the highest amount of services from their local government are the same communities that are the least able to afford the burden of those services as taxpayers.

Understanding the critical role of nonprofit and volunteer organizations in meeting the needs of a community such as South Gate, the City Council has requested staff to evaluate the existing nonprofit organizations providing service to South Gate and present the City Council with ideas for increasing capacity for those organizations that are already serving the community, attracting new organizations that can provide new and added services, and to identify the role that the City can play in attracting new funding sources for the community organizations.

Staff did not include this in the current year's budget and believes that the City Council would like to see this effort move forward without waiting for the 2019/20 Fiscal Year. If the City Council approves the Agreement with RSG, an appropriation of \$25,000 will be required from the restricted UDAG Fund balance. The current balance of the restricted UDAG Fund is \$392,669. Please note that UDAG funds are considered "restricted" funds, meaning they must be used for community-development type projects of which this Study complies.

ATTACHMENT: Proposed Agreement with RSG, Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
NONPROFIT & COMMUNITY-BASED ORGANIZATION DEVELOPMENT PLAN**

This Agreement for Professional Services ("Agreement") is made and entered into as of May 14, 2019, by and between the City of South Gate (hereinafter referred to as the "City"), and RSG, Inc., (hereinafter referred to as the "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 unique services required under this agreement.

B. The City desires to retain a qualified provider for certain services relating to preparation of a Non-Profit Development Plan

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 as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the 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 Scope of Work, attached hereto as Exhibit "A" 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.

2.0 TERM OF AGREEMENT. This Agreement will become effective on May 14, 2019, and will remain in effect for a period of one year from said date or until all work specified in the attached Scope of Work is accepted as complete by the City, whichever comes first, unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The Director of Parks & Recreation, or his/her designee (Director), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the Director of Parks & Recreation, 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 Scope of Work's fee and cost schedule, which shall not exceed \$25,000. No additional

compensation shall be paid for any other expenses incurred, unless first approved in writing by the Director of Parks & Recreation or his/her designee.

4.1 The Consultant shall submit to the City, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

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 any 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 awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) 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.

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 Consultants 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.

6.2 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 one (1) day prior to beginning of performance under this Agreement:

(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 automobile 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 and authorized to do business in the State of California or which is approved in writing by City.

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

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant agrees to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Consultant's performance of this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.

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.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not 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.

6.7.2. Business License Required. According to Section 2.08.40 (Business License Required) of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of the Consultant.

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 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 hereto.

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 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 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

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: Paul L. Adams
Director of Parks & Recreation
City of South Gate
4900 Southern Avenue
South Gate, CA 90280
TEL (323) 563-5478
EMAIL padams@sogate.org

TO CONSULTANT: Jim Simon
Principal
RSG, Inc.
17872 Gillette Avenue, Ste 350
Irvine, CA 92614
TEL 714.316.2120
EMAIL jsimon@webrsg.com

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.

CITY OF SOUTH GATE:

Jorge Morales, Mayor

Date: _____

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

CONSULTANT:

Jim Simon, Principal, RSG, Inc.

Date: _____

EXHIBIT "A"



17872 GILLETTE AVE
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

November 12, 2018

Via Electronic Mail

Paul Adams, Director of Parks and Recreation
CITY OF SOUTH GATE
8650 California Avenue
South Gate, CA 90280

PROPOSED WORK PROGRAM NONPROFIT & COMMUNITY-BASED ORGANIZATION CAPACITY BUILDING SERVICES

Dear Mr. Adams:

Thank you for the opportunity to meet with you and City management on October 22 about the City's interest in building capacity and investment from nonprofit and community-based organization in South Gate. Despite its large size, South Gate has generally not seen significant investment from foundations that often underwrite major community building initiatives. According to Foundation Map, less than \$100,000 has been provided to over a dozen different South Gate-based organizations. Whether this is a sign of the times or a factor that can be improved upon is what the City needs to consider.

We understand the City Council has sought RSG's assistance to develop a nonprofit partnership strategy similar to the City's Economic Development Strategic Plan. While the content of the new strategy would be discovered through a process, the ultimate goal is to increase the capacity of nonprofit and community-based organizations for the betterment of South Gate residents.

APPROACH

Since we met, we have spent some time developing an approach that would evaluate and prioritize community needs, current capacity, and funding. We are aware that some work around these topics is not new and ongoing in the region, including efforts by the California Community Foundation and the Weingart Foundation to create an investment strategy for the Southeast Los Angeles region.

Local government can and should have a voice in these planning efforts, and more importantly best learn what roles it can best play to assist their communities. As such, RSG recommends a process that involves engaging local leadership, foundations, and community members to explore these topics and ultimately define what South Gate can realistically do as a city to assist capacity building efforts.

WORK PLAN

RSG understands that the topic of working with nonprofits emerged from discussions with Mayor Bernal and Council Member Rios. To initiate our work, RSG would recommend starting with either a meeting with both Council members, or the full City Council in a workshop setting. The objective of the first meeting would be to best understand the City's goals and reasons for seeking to work in this area, what are the perceived deficiencies, and what outcomes are desired.

We would also want to discuss who the City believes should be brought into this process as a resource or stakeholder. Obviously, while a large-scale series of community meetings could be helpful to this end, RSG is mindful of the City's limited resources and also believes that a more focused outreach effort to individuals and organizations already working in and around the community may be most beneficial.

Next, RSG would interview key resources identified by the City Council, as well as network directly with representatives such as Southern California Grantmakers, California Community Foundation, and the Annenberg Foundation. These efforts would seek to understand the context of what these organizations have been funding, the issues that may be barriers to both financial and intellectual investment in South Gate in particular and identify other knowledgeable voices that should be included.

Third, we would organize this information, as well as pull together information on the economic, social and wellness needs of the community into a brief that would be used for facilitating discussion with a select group of task force members from inside and outside the community. After review by City staff of the issues and key questions, RSG would finalize the briefing and assist staff with outreach to 5-9 volunteers to join in a 1-2 session strategic planning event.

Fourth, RSG would facilitate a strategic planning event, first by reviewing the briefing on the nonprofit and CBO capacity building effort with task force members, then discuss the group's perceptions on the threats, opportunities, weaknesses and strengths to building more capacity in South Gate. We also would want to understand the key "pillars" of foundation investment happening today, since alignment with financial resources may be an important component of the City's strategy. Finally, we would want the group to consider what other elements of nonprofit and community-based investment are needed, such as leadership development, mentoring and other functions that may be beneficial to South Gate residents and nonprofits alike.

After sharing notes from these discussions with the task force members, RSG would then proceed to develop the consensus strategic plan for consideration by the City Council. The strategic plan would not only highlight areas of need but more importantly provide a realistic set of actions that the City can take to be of maximum value. For example, larger communities have created Offices of Strategic Partnerships, providing a single point of contact for nonprofits and CBOs that seek to collaborate with the City. In South Gate's case, it may be simply a function for a single staff person or department. A draft would be circulated to City management for review, edited, and then finalized for presentation to the City Council.

Lastly, RSG would present for their review and approval the strategic plan to the City Council, documenting the input and participation from the task force, the existing partnerships, capacities

Paul Adams, Director of Parks and Recreation
CITY OF SOUTH GATE
November 12, 2018
Page 3

and resources flowing into South Gate, and roles for the City to play to best increase overall effectiveness both in terms of increased dollars and more engagement.

FEE PROPOSAL

RSG would charge for these services on a time-and-materials basis, not to exceed contract budget of \$25,000, comparable to the cost the Economic Development Strategy.

Please let me know if you have any questions or refinements to this proposal. We can commence work upon receipt of a contract.

Sincerely,
RSG, INC.

A handwritten signature in black ink, appearing to read "Jim Simon", with a stylized flourish at the end.

Jim Simon, Principal

RECEIVED

City of South Gate

Item No. 13

MAY 8 2019

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:10pm

For the Regular Meeting of: May 14, 2019

Originating Department: Public Works

Department Director:

[Signature]
Arturo Cervantes

City Manager:

[Signature]
Michael Flad

SUBJECT: NOTICE OF COMPLETION FOR THE SOUTH GATE POLICE DEPARTMENT RESTROOM REPAIR AND MAINTENANCE PROJECT, CITY PROJECT NO. 598-ARC

PURPOSE: Construction of the South Gate Police Department Restroom Repair and Maintenance Project (Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS:

- a. Accept completion of construction of the South Gate Police Department Restroom Repair and Maintenance Project, City Project No. 598-ARC, effective May 2, 2019; and
- b. Direct the City Clerk to file a Notice of Completion with the Los Angeles County Recorder's Office.

[Handwritten mark] **FISCAL IMPACT:** There is no fiscal impact to the General Fund. Funds, in the amount of \$198,974, were included in the Fiscal Year 2018/19 budget for this Project in Account Number 235-570-21-9100 (Asset Forfeiture Fund – Facility Improvements). Services were funded as summarized below:

| Project Component | Asset Forfeiture Funds Acct. No. 235-570-21-9100 |
|---|---|
| Final Construction Contract Amount | |
| Original Contract Amount | \$147,974 |
| Change Order No. 1 | \$14,968 |
| Change Order No. 2 | \$4,402 |
| Subtotal | \$167,344 |
| *Design, Project Management & Inspection | \$15,000 |
| Project Total | \$182,344 |

*Staffing costs will continue to incur to process final payments and paperwork.

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal for "Continuing Infrastructure Improvements." The goal identified in the 2018/19 Work Program is to complete the construction.

ANALYSIS: The Public Contract Code establishes requirements that the City must abide to prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the period within which concerned parties may exercise their lien rights for the work they performed on the project. The City may use a part or all of the retention payment to settle any liens

exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release retention and any remaining amount due to Contractor.

BACKGROUND: The Police Department's existing restroom facilities were constructed over 20 years ago. The restrooms were old and in need of repairs.

The Project remodeled three restroom facilities located in the Police Department. The men's restroom now has new tile, energy efficient light fixtures, sinks, mirrors, toilets, urinal, restroom stalls, exhaust fans, window and water fixtures. The two women's restrooms now have new sinks, cabinets, mirrors, and energy efficient light fixtures.

On August 28, 2018, the City Council approved Contract No. 3472 with RS Construction and Development Inc., in the amount of \$147,974 for the construction of the South Gate Police Department Restroom Repair and Maintenance Project, City Project No. 598-ARC. Construction began on September 6, 2018, and was field accepted as completed by City staff on May 2, 2019.

Construction of the Project is complete and the contractor has met all of the contract obligations. The final construction cost was in the amount of \$167,344. The City Council may now accept the Project as complete.

The project had two owner-initiated change orders. The following is a summary of the Change Orders:

- Contract Change Order No. 1, in the amount of \$14,968 was approved on April 2, 2019, for addition and deletion of certain Bid Items from the Contract.
 - A total of \$19,236 in improvements was removed from the Project. This included items such as the reconstruction of a window frame, a window with privacy glass, ceiling paint and wall mounted sink.
 - A total of \$34,204 in improvements was added to the Project. This includes items such as new floor drain and trap, new concrete flooring, double sink with vanity and installation of metal framing.
- Contract Change Order No. 2, in the amount of \$4,402, was approved on April 2, 2019 for addition and deletion of certain Bid Items from the Contract.
 - A total of \$2,250 in improvements was removed from the project. This includes items such as stairwell painting using standard paint and 3" slip resistant tape.
 - A total of \$6,652 in improvements was added to the project. This includes items such as new bathroom Fan, stairwell Epoxy paint and new LED lights in the hallway.

The Contract Change Order was approved administratively in accordance with South Gate Municipal Code Section 1.54.610 (Approval of modifications and change orders), of Chapter 1.54 (Purchasing System and Bidding Rules, of Title 1 (Administration and Personnel). This provision authorizes staff to approve change orders administratively that are equal to or less than \$50,000 or twenty percent of the original contract price.

- ATTACHMENTS:**
- A. Notice of Completion
 - B. Contract Change Order No. 1
 - C. Contract Change Order No. 2

ES:lc

RECORDING REQUESTED BY

┌ AFTER RECORDING MAIL TO ┐

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

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

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

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
- 4 A work of improvement on the property hereinafter described was COMPLETED ON May 2, 2019
- 5 The name of the CONTRACTOR, if any, for such work of improvement was: **RS Construction and Development Inc.**
1042 N. Mountain Avenue, Ste B-552, Upland, CA 91786
- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

SOUTH GATE POLICE DEPARTMENT WELLNESS CENTER, CITY PROJECT NO. 552-ARC

- 7 The street and address of said property is: 8620 California Avenue Dated: May 14, 2019
- 8 Signature of }

Owner or Owners

Jorge Morales, Mayor, City of South Gate

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

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

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

Signature: _____

Place Notary Seal Above

CONTRACT CHANGE ORDER

CHANGE ORDER #: 1
PROJECT TITLE: P.D. Bathroom Repair and Maint. Project
CONTRACT #: 3472
CONTRACTOR: RS Construction & Development Inc.

CITY PROJECT #: 598-ARC
PURCHASE ORDER #: 0004800
CHANGE REQUESTED BY: City of South Gate
DATE OF REPORT: 4/2/2019
Acct. No. 235-570-21-9100

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This Change Order is not effective until approved by the Engineer.**

| | Cost | Calendar Days |
|--|---------------|---------------|
| Original Contract Amount: | \$ 147,974.00 | 65 |
| Contract Change Order Amount: CCO No. 1 | \$ 14,968.23 | 27 |
| Total Increase to contract (all change orders) to date: | \$ 14,968.23 | |
| Revised Total Contract Amount: | \$ 162,942.23 | 92 |
| Percentage of Total Increase (or Decrease) to Contract Amount to Date: | 10.12% | 41.54% |

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

| Item # | Detailed description | Change in Bid Item Quantities | | | | Unit | Unit Cost | Change Order Cost | Time Extension Working Days |
|-------------|----------------------|-------------------------------|---------------------------------|-----------------------------|----------------------------------|--------------|--------------|-------------------|-----------------------------|
| | | Contract Quantity | Previous Change Orders Quantity | THIS Change Orders Quantity | Total Adjusted Contract Quantity | | | | |
| CCO # 1 | | | | | | \$ 14,968.23 | \$ 14,968.23 | 27 | |
| | | | | | | | | | |
| | | | | | | | | | |
| Total Cost: | | | | | | | \$ 14,968.23 | 27 | |

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS: \$14,968.23

Approval Recommended by: [Signature]
Elias Saikaly, P.E., Project Manager

Date: 4/2/19

Approval Recommended by: [Signature]
Clint Herrera, P.E., Assistant City Engineer

Date: 4/2/19

Approved by: _____
Arturo Cervantes, P.E., Director of Public Works / City Engineer

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by: [Signature]
Contractor's Representative
Title: President

Date: 4/2/19

CITY OF SOUTH GATE
Public Works Department

CONTRACT CHANGE ORDER NO. 1

Date: 12/19/2018

PROJECT DESCRIPTION:
POLICE DEPARTMENT BATHROOM REMODEL PROJECT

PROJECT NO: 598-ARC

PURCHASE ORDER NO: 000-4800

CONTRACTOR: RS CONSTRUCTION & DEVELOPMENT
CONTRACT #: 3472

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

| ITEM | DESCRIPTION | U/M | ORIGINAL BID QUANTITY | ORIGINAL UNIT PRICE | TOTAL |
|------|---|-----|-----------------------------|---------------------------|----------------------|
| 4 | Purchase and install Festival White and black hexagon II porcelain mosaic Floor Tile (Slip Resistant) with 2% slope to floor drain. | SF | -23 | \$81.81 | (\$1,881.63) |
| 6 | Purchase and paint wall (2 coat); Primer (1 coat); Wall Texture: Smooth Finish – Behr Premium Plus Ultra with stain blocker | SF | -88 | \$8.86 | (\$779.68) |
| 7 | Purchase and Install 5/8" drywall and perform patch work around window | SF | -88 | \$4.78 | (\$420.64) |
| 9 | Reconstruct existing window frame to install 32" Wide X 24" High window | LS | -1 | \$1,612.00 | (\$1,612.00) |
| 10 | Purchase and Install Park Ridge VBH13224PR Basement Hopper Window with privacy glass: Dimensions: 32" Wide X 24" High | EA | -1 | \$1,612.00 | (\$1,612.00) |
| 11 | Purchase and paint ceiling (2 coat); Primer (1 coat); Texture Smooth Finish – Behr Premium Plus Ultra with stain blocker | SF | -110 | \$11.25 | (\$1,237.50) |
| 14 | Purchase and install Scarabeo 3008 Rectangular white ceramic (ADA compliant) wall mounted single hole sink 36" wide with new plumbing connections and water hoses | EA | -2 | \$1,700.00 | (\$3,400.00) |
| 19 | Purchase and Install American Standard AFWall Millennium Flowise Elongated Wall Hung Fushometer Toilet, elongated Toilet seat, Selectronic Flush Valve | EA | No Quantity change | No unit price change | No Total Cost change |
| 26 | Purchase and Install Festival White and black hexagon II porcelain mosaic Floor Tile (Slip Resistant) with a 2% slope to the floor drains | SF | -13 | \$24.00 | (\$312.00) |
| 27 | Purchase and Install Festival Bright White Ice Subway Ceramic Wall tile 3" X 6" with white grout and 1/4" backer board with felt paper | SF | -45 | \$45.00 | (\$2,025.00) |
| 28 | Purchase and install R-19 wall insulation | SF | -250 | \$2.50 | (\$625.00) |
| 29 | Purchase and install 5/8" Drywall on Ceiling | SF | -13 | \$51.00 | (\$663.00) |
| 30 | Purchase and paint Ceiling (2 coats); Primer (1 coats); Behr Premium Plus Ultra with stain blocker | SF | -13 | \$10.80 | (\$140.40) |
| 35 | Purchase and Install shower partition: 2 shower stalls. Order from Manufacture: Fast Partitions. | EA | 1 | -\$1,410.00 | (\$1,410.00) |
| 37 | Purchase and Replace new Leviton GFCI Receptacle 15 Amp 125-Volt AFCI/GFCI Dual Function Outlet, White and cover | EA | -1 | \$255.00 | (\$255.00) |

| | | | | | |
|------------------|---|----|-----|------------|----------------------|
| 39 | Purchase and paint wall (1 coat); Primer (1 coat); Behr Premium Plus Ultra with stain blocker. Color: White | SF | -96 | \$2.25 | (\$216.00) |
| 40 | Purchase and install Festival White and black hexagon II porcelain mosaic Floor Tile (Slip Resistant) with a 2% slope to the floor drains | SF | -10 | \$27.00 | (\$270.00) |
| 41 | Purchase and Install 32" wood door and stain to match existing bathroom door | SF | 1 | \$1,540.00 | \$1,540.00 |
| 44 | Purchase and Replace existing receptacles with new Leviton GFCI Receptacle and cover. 15 Amp 125-Volt AFCVGFCI Dual Function Outlet, White and cover | EA | -1 | \$260.00 | (\$260.00) |
| 52 | Purchase and Install Double Sink Virtu USA Caroline Estate 60" Bathroom Vanity Cabinet Color: Grey | EA | 1 | \$4,350.00 | \$4,350.00 |
| 53 | Purchase and Install 61" Avanity VUT61WT white double sink, single hole bathroom counter with new plumbing connections and water hoses | EA | 1 | \$2,025.00 | \$2,025.00 |
| 62 | Purchase and Replace existing receptacles with new Leviton GFCI Receptacle. 15 Amp 125-Volt AFC/GFCI Dual Function Outlet, White and cover | EA | -3 | \$260.00 | (\$780.00) |
| 66 | Purchase and Replace existing light switch and cover with new Leviton product. Leviton 5601-2WM 15 Amp, 120/277 Volt, Decora Rocker Single-Pole AC Quiet Switch | EA | -5 | \$225.00 | (\$1,125.00) |
| 68 | Purchase and Paint basement hallway ceiling (1 coat); Behr Premium Plus Ultra with stain blocker; and primer (1 coat) Color: White | SF | -65 | \$3.25 | (\$211.25) |
| SUBTOTAL: | | | | | (\$11,321.10) |

| CCO | CONTRACT CHANGE ORDER | | | | |
|------------------|---|---------------|---|------------|--------------------|
| S-1 | Installation of one new floor drain and P-Trap in the Men's bathroom/shower. | Lump Sum (LS) | 1 | \$1,542.53 | \$1,542.53 |
| S-2 | Construction of a new concrete floor and concrete curb in the Men's restroom and Men's shower area. | LS | 1 | \$6,069.40 | \$6,069.40 |
| S-3 | Installation of Ceiling Tiles in the Men's Bathroom. | LS | 1 | \$2,894.74 | \$2,894.74 |
| S-4 | Installation of Metal Framing in the Men's Bathroom and Men's Shower | LS | 1 | \$7,188.31 | \$7,188.31 |
| S-5 | Installation of new copper plumbing to the Men's bathroom sinks, Men's shower, and Womens bathroom sinks and toilet | LS | 1 | \$3,250.00 | \$3,250.00 |
| S-6 | Damaged Sprinkler heads and adjustment. Modifications are located in the Men's bathroom | LS | 1 | \$1,414.12 | \$1,414.12 |
| S-7 | Time and Material: for unforeseen condition electrical work in Women's First Floor bathroom (Pending Invoice Submittal) | LS | 1 | \$1,130.33 | \$1,130.33 |
| S-8 | Purchase and installation of seven LED lights in the stairwell and basement hallway | LS | 1 | \$2,800.00 | \$2,800.00 |
| SUBTOTAL: | | | | | \$26,289.33 |
| TOTAL: | | | | | \$14,968.23 |

JUSTIFICATION

Bid item No. 4: Final Bid Item quantity measured and finalized.
 Bid item No. 6: Final Bid Item quantity measured and finalized.
 Bid item No. 7: Bid item deleted not required. //
 Bid item No. 9: Bid Item deleted not required.
 Bid item No. 10: Bid Item deleted not required.
 Bid item No. 11: Bid Item deleted not required.
 Bid item No. 14: Bid Item deleted not required.
 Bid item No. 19: Bid item description was changed. Initial bid item identified floor mounted toilets, new description requires wall mounted toilets. No change in cost.
 Bid item No. 26: Final Bid Item quantity measured and finalized.
 Bid item No. 27: Final Bid Item quantity measured and finalized.
 Bid item No. 28: Bid Item deleted not required.
 Bid item No. 29: Final Bid Item quantity measured and finalized.
 Bid item No. 30: Final Bid Item quantity measured and finalized.
 Bid item No. 35: Bid item description changed. Police Department approved of the shower partitions with curtains, and plastic partitions. Original bid identified stainless steel partitions for both the men's shower and bathroom
 Bid Item No. 37: Bid Item deleted not required.

Bid item No. 39: Final Bid Item quantity measured and finalized.
 Bid item No. 40: Final Bid Item quantity measured and finalized.
 Bid item No. 41: Original Bid item quantity was increased by 1 (total 2 doors). Police Department requested a new door installed to the entrance of the Men's shower area.
 Bid item No. 44: Bid item deleted not required.
 Bid item No. 52: Original Bid item quantity was increased by 1 (total 2). Police Department approved the installation of one double sink in the Men's restroom.
 Bid item No. 53: Original Bid item quantity was increased by 1 (total 2). Police Department approved the installation of vanity in the Men's Restroom.
 Bid Item No. 62: Bid Item deleted not required.
 Bid item No. 66: Bid Item deleted not required.
 Bid item No. 68: Final Bid Item quantity measured and finalized.
 CCO S-1: Men's Shower required a new floor drain p-trap installed, existing p-trap was corroded and not salvageable.
 CCO S-2: Men's Restroom flooring did not have a moisture proof base and concrete was required to ensure proper sloping to floor drain was installed. The contractor was directed to install a curb, to ensure floor moisture did not make contact with the new galvanized steel wall studs.
 CCO S-3: Police Department approved the installation of ceiling tiles in the men's restroom in order to provide Building Maintenance access to new plumbing.
 CCO S-4: Police Department approved the installation of galvanized wall studs (and ceiling studs in men's shower). During demolition it was determined existing wall studs were corroded beyond repair due to continues floor moisture contact. Correction was critical to the integrity of the Men's bathroom walls, Men's shower walls, and Women's bathroom wall.
 CCO S-5: Police Department approve the installation of new copper plumbing for the Men's restroom sinks, Men's showers, and Women's bathroom sink and toilet. Existing copper plumbing was not installed correctly, and contained multiple shut off valves that were not operable. ensure fire sprinkler system was not affected and replaced and adjusted the sprinkler heads in the Mens' Restroom. Contractor was backcharged for the damages.
 CCO S-7: During the installation of the recessed lighting in the Women's (1st floor) bathroom, it was determined additional ceiling work was required by the contractor to ensure new light fixtures met Building & Safety inspector requirements. Additional work was unforeseen and required the contractor to perform work outside of scope.
 CCO S-8: Police Department approved the installation of energy efficient LED ceiling lights in the basement hallway and stairwell.

| CONTRACT VARIANCE SUMMARY | | | | |
|---------------------------|---------------------------------|------------------|-----------|--|
| CCO # | Amount | % | Time | Date Approved |
| 1 | \$14,968.23 | 10.12% | 27 | 12/19/2018 |
| | | | | |
| Total | \$14,968.23 | 10.12% | 27 | |
| | Original Contract Amount | \$147,974 | | Revised Contract Amount \$162,942.23 |

Date Started: 9/10/2018 Original Completion Date: 12/14/2018 Revised Completion Date: 1/25/2019

AUTHORIZATION BY CITY:

Recommended for approval by: Guillermo Petra, Assistant Engineer Date: 1/3/2019
 _____ Date: _____
 Clint Herrera, Assistant City Engineer
 Approved by: _____ Date: _____
 Arturo Cervantes, Assistant City Manager /Public Works Director Jackie Acosta, Finance Director

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

R. Serna Title: PRESIDENT
 Accepted by: RS Construction & Development, Contractor
 Signature: R. Serna Date: 1.2.19

CONTRACT CHANGE ORDER

CHANGE ORDER #: 2
PROJECT TITLE: P.D. Restrooms Repair and Maint Project
CONTRACT #: 3472
CONTRACTOR: RS Construction & Development Inc

CITY PROJECT #: 993-ABC
PURCHASE ORDER #: 0004800
CHANGE REQUESTED BY: City of South Gate
DATE OF REPORT: 4/2/2019
Aest. No. 235-370-21-9100

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This Change Order is not effective until approved by the Engineer.**

| | Cost | Calendar Days |
|--|---------------|---------------|
| Original Contract Amount: | \$ 147,974.00 | 65 |
| Contract Change Order No. 1: | \$ 14,968.23 | 27 |
| Contract Change Order No. 2: | \$ 4,402.00 | 7 |
| Total Increase to contract (all change orders) to date: | \$ 19,370.23 | |
| Revised Total Contract Amount: | \$ 167,344.23 | 00 |
| Percentage of Total Increase (or Decrease) to Contract Amount to Date: | 13.00% | 41.54% |

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

| Item # | Detailed description | Change in Bid Item Quantities | | | | Unit | Unit Cost | Change Order Cost | Time Extension Working Days |
|-------------|--|-------------------------------|---------------------------------|-----------------------------|----------------------------------|------|-------------|-------------------|-----------------------------|
| | | Contract Quantity | Previous Change Orders Quantity | THIS Change Orders Quantity | Total Adjusted Contract Quantity | | | | |
| S-8 | Purchase and installation of Seven LED lights in the stairwell and basement hallway | 0 | 7 | 2 | 9 | EA | \$ 400.00 | \$ 3,600.00 | 0 |
| S-9 | Install Epoxy paint at stairwell | 0 | 0 | 1 | 1 | LS | \$ 5,402.00 | \$ 5,402.00 | 7 |
| S-10 | Replace Exhaust fan at women's restroom | 0 | 0 | 1 | 1 | LS | \$ 450.00 | \$ 450.00 | 0 |
| 72 | Purchase and paint stairwell Stairs (2 coats); Behr Premium Plus with Stain Blocker, and Primer (1 coat) | 1 | 0 | -1 | 0 | LS | \$ 2,250.00 | \$ (2,250.00) | 0 |
| Total Cost: | | | | | | | \$ | 4,402.00 | 7 |

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS: \$4,402.00

Approval Recommended by: Elias Szekely, P.E. - Project Manager
Approval Recommended by: Chim Herrera, P.E. - Assistant City Engineer
Approved by: Arturo Cervantes, P.E. - Director of Public Works / City Engineer

Date: 4/2/19
Date: 4/2/19
Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by: D. Sena
Contractor's Representative
Title: President

Date: 4/2/19



March 4, 2019

City of South Gate

Re: Police Department

Dear Elias Saikaly,

RS Construction & Development is submitting this proposal for new work as described below.

Scope of Work & Fees:

Prep Flooring:

1. Prep floors with grinder and edges with handheld grinder. (hooked up to a heap-vac for a dustless process)
2. Fill all cracks and divots/holes and repair stair noses where needed.
3. Vacuum and clean area with denatured alcohol to remove any leftover debris.

Epoxy Flooring Installation:

1. Install color base coat (color selected by owner)
2. Install customer desired paint chip color
3. Apply top coat
4. Slip resistant tape, 3" wide
5. Sand

Total Cost \$ \$5,402.00

If you would like us to proceed with this work please sign below and email the signed Proposal to ric@rsdinc.com. I look forward to working with you. If you have any questions please call me at (909) 920-1144.

Sincerely,

Ric Serna
Project Manager

Accepted by:

Elias Saikaly



March 28, 2019

City of South Gate

Re: Police Department

Dear Elias Saikaly,

RS Construction & Development is submitting this Change Order for new work as described below.

Scope of Work & Fees:

Replace exhaust fan in women's restroom

Total Cost \$ 450.00

Replace 2 Additional lights in stairwell

Total cost \$800.00

Sewer camera and drain cleaning

Total Cost \$ 650.00 ⇒ \$0.00

If you would like us to proceed with this work please sign below and email the signed Proposal to ric@rsdinc.com. I look forward to working with you. If you have any questions please call me at (909) 920-1144.

Sincerely,

Accepted by:

Ric Serna
Project Manager

Elias Saikaly

//

RECEIVED

MAY 8 2019

City of South Gate
CITY COUNCIL

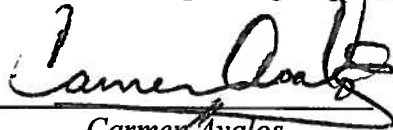
CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

1:10pm

For the Regular Meeting of: May 14, 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:

Approve the Regular Meeting minutes and Special Meeting minutes of April 23, 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, APRIL 23, 2019**

Tuesday, April 23, 2019 at 5:59 p.m.

- CALL TO ORDER** Jorge Morales, Mayor
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor Jorge Morales, Vice Mayor Denise Diaz, Council Member Al Rios, Council Member Maria Davila and Council Member María Belén Bernal; Director of Community Development Joe Perez, City Attorney Raul F. Salinas
- ABSENT** City Treasurer Greg Martinez, City Manager Michael Flad
- CLOSED SESSION** Raul Salinas, City Attorney stated before going into Closed Session that for Item 2, there will only be One (1) – Potential Case and he will be excusing himself from this item.

The Council Members recessed into Closed Session at 6:00 p.m. and reconvened at 6:35 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

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

- a. Daniel Canizales v. City of South Gate
- b. David Scott v. City of South Gate (WCAB)

Item 1a is a claim raised against the Police Department regarding a claim of excessive force. The City Council received a presentation by the City Attorney and upon conclusion of the presentation on a motion made by Council Member Davila and seconded by Council Member Bernal, on a vote of 5 to 0 the City Council authorized the defense of this lawsuit and referred the matter to outside counsel Steven Rothins.

Item 1b is a claim by a former employee involving a claim filed under the workers compensation jurisdiction. The City Council did receive a report from the City Attorney and the City's designated workers compensation representative. Upon completion of that report on a motion made by Council Member Bernal and seconded by Council Member Davila, on a

SPECIAL CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

vote of 5 to 0 the City Council authorized a resolution of this matter. The amount of this matter is not being disclosed at this time because it is still pending and will be disclosed at a later time subject to the Brown Act.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

Three (3) - Potential Cases

For Item 2 the City Council discussed one matter of anticipated litigation. The City Attorney's Office did not participate in this matter but there was a brief presentation made by Joe Perez acting in the capacity of the Director of Economic Development and upon completion of the report there was no action taken by the City Council in Closed Session.

ADJOURNMENT

Mayor Morales motioned to unanimously adjourn the meeting at 6:37 p.m. and seconded by Council Member Davila.

PASSED and APPROVED this 14th day of May, 2019.

ATTEST:

Jorge Morales, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, APRIL 23, 2019**

- CALL TO ORDER** Jorge Morales, Mayor called a Regular City Council meeting to order at 6:40 p.m.
- INVOCATION** Reverend Sean Pica, Redeemer Lutheran Church
- PLEDGE OF ALLEGIANCE** Mohammad Jibawi, South Gate Police Officer
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor Jorge Morales, Vice Mayor Denise Diaz, Council Member Al Rios; Council Member Maria Davila and Council Member María Belén Bernal; City Treasurer Greg Martinez, Acting City Manager/Director of Community Development Joe Perez, City Attorney Raul F. Salinas
- ABSENT** Michael Flad, City Manager
- 1**
PROCLAMATIONS The City Council:
- a. Issued a Proclamation declaring the week of April 14-20, 2019, as National Public Safety Telecommunicators Week; and
 - b. Presented Certificates of Appreciation to South Gate Police Dispatchers in recognition of their dedicated service to the South Gate community.
- 2**
PROCLAMATIONS The City Council issued a Proclamation declaring the month of May as Older Americans Month and will present it to Toni Martinez, this year's honoree.
- 3**
PERSONNEL The City Council allowed staff to introduce the new and promotional full-time employees hired or promoted between January 1, 2019 and March 31, 2019.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

4

SEAL

The City Council opened the public hearing, and took public testimony concerning the proposed Ordinance amending certain Sections of the South Gate Municipal Code regarding the use of the City Seal, and unanimously continued the Public Hearing to the regularly scheduled City Council Meeting of May 28, 2019 by motion of Council Member Davila and seconded by Council Member Bernal.

Mayor Morales opened the Public Hearing at 7:13 p.m. and asked if anyone in the audience wishes to speak on this item. Seeing no one step forward; Mayor Morales closed the audience portion.

5

REAL PROPERTY

The City Council opened the Public Hearing and unanimously approved A and B by motion of Council Member Bernal and seconded by Council Member Davila.

- a. Accepted the determination that this project is Categorically Exempt under Class 32 (In-Fill Projects) Section 15332 of the California Environmental Quality Act; and
- b. Adopted Resolution No. 7854 entitled - A Resolution of the City Council of the City of South Gate, California, approving the Disposition and Development Agreement (Contract No. 3519) with ASI Real Estate Investments, LLC for the sale of City-owned property located at 5821 Firestone Boulevard and authorizing the Mayor to execute said Agreement in a form acceptable to the City Attorney.

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

Mayor Morales stated that when he joined the Council eight years ago we were unable to entice national businesses to come into the City. However, after Primestor built the azalea it proved people wrong.

He also mentioned he is unsatisfied when developments are facing inwards, he would like to see the backsides more pleasant looking dressed up a little bit for the people driving by. They did a great job on the azalea even though it is the backside it doesn't look like it is.

Mayor Morales opened the Public Hearing at 7:21 p.m. and asked if anyone in the audience wishes to speak on this item. Seeing no one step forward; Mayor Morales closed the audience portion.

Council Member Bernal is excited to see new development coming in to compliment this long standing center. She agrees with the Mayor's statement about dressing up the backside of the business.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

5
REAL PROPERTY
CONT'D

Vice Mayor Diaz would like to see the new businesses hire local as was done in the past when working with Primestor.

6
BUDGET

The City Council approved A and B by motion of Council Member Davila and seconded by Council Member Bernal. Vice Mayor Diaz did not vote on this item as she stepped away from the dais.

- a. Heard presentations from the Director of Parks & Recreation and the Police Chief on their proposed Fiscal Year 2019/20 departmental budgets; and
- b. Opened the Public Hearing, took public testimony, and continued the Public Hearing to May 7, 2019.

Paul Adams, Director of Parks and Recreation gave a presentation of the 2019/20 Parks and Recreation Budget.

Randy Davis, Chief of Police gave a presentation of the 2019/20 Police Department Budget.

Mayor Morales opened the Public Hearing and asked if anyone in the audience wishes to speak on this item.

Linda Parsonson, 5780 Main Street spoke about the gopher problem at Hollydale Park.

Greg Martinez, 2603 Ohio Avenue spoke about crime in the area and the possibility of filing police reports online.

Seeing no one else step forward; Mayor Morales closed the audience portion.

Council Member Bernal agrees that an online reporting system for the Police Department would benefit residents. She would like to see the Chief look into this.

Chief Davis responded that they have had discussions and researched other police departments that have started components where you can report certain crimes, small thefts, identity theft and things of that nature. The information we get with our uniform crime recording staff go to the FBI and we need to be sure they are accurate, but we have talked about this for the last several months. It's not a matter of if it's a matter of when we will have something available technology wise.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

6

BUDGET CONT'D

The benefit of this matter is that it does not have to be decided on during budget, as it can be discussed any time of the year. The cost is something that can be absorbed during the course of the year.

Council Member Bernal asked if once Vital Medical Services takes custody are they fully liable?

Chief Davis responded that they are vested and insured. They would absorb all liability once they take possession of the body. In addition, any medical service that they provide at the police department they also incur the liability. It would require a minor transformation of a cell that is currently not being used and then they would provide all the medical equipment that would go into the cell, the medical personal that are licensed to do the operations and are self-insured for any liability issues that come up.

Council Member Bernal thanked Mr. Adams for continuing to incorporate the youth program and expanding it to a full year program. She believes the program would have three (3) youths and would rotate every three (3) months.

Mr. Adams stated that he would be asking for four (4) part-time positions and they would rotate on a regular basis, so we would actually get more kids through during the course of the year. This is not only going to provide us support for our park maintenance program but will also provide vital training and staff development tool for us to start bringing these kids in when we have full-time positions.

Council Member Bernal said that she would like to continue Councils commitment to work force development for our local youth. She envisions having a fair with HUB Cities, Long Beach Conservation Corp, California Latino Leadership and other non-profits to be the leader for these programs. She knows that we did not include funding for the California Latino Leadership Group but would like to see us reach out.

Mr. Adams also stated that gophers are a huge issue. One of the byproducts of cleaning up our environment and making our Cities healthier is not only making it healthier for us it is making it healthier for the wildlife. We are having issues with coyotes and we have placed new signs around some of our parks. Gophers are everywhere. On top of having more gophers in the parks, County health has cut back on some of the ways that we are allowed to treat them. We have tried a few new things and funding for that is in the budget, including the contract service.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

6

BUDGET CONT'D

Council Member Davila asked Mr. Adams where the funding for the replacement of the ten (10) vehicles is coming from and is the 2 million dollars to put aside coming from the General Fund.

Mr. Adams replied that it is coming from the vehicle replacement fund, the remainder is from the General Fund.

Vice Mayor Diaz asked about the ground maintenance of the park.

Mayor Morales talked about Hollydale Park and how money from outside sources are going into the river projects and we need to continue to address the maintenance of our parks.

Mr. Adams said that the majority of the staff works Monday – Thursday and this is because if you are driving around mowing the park you want to have as few people as possible. We do have two full-time park grounds maintenance workers working on the weekends. Their primary responsibility is keeping the trash cans empty and addressing any emergencies that come up. We also have two park facility maintenance workers that are on duty on the weekend. One being the senior facility maintenance worker who manages all the room setups and events that go on but they are also out cleaning the restrooms twice a day. That's really a skeleton crew. A couple years ago we were able to help supplement that. The council approved a three quarter time recreation 4 position, which is our part-time person that is allowed to supervise other part-time employees. Every weekend we get about 15 volunteers from the courts and they pick up trash. The biggest impact that this has made for us is that it not only helps makes that parks look a little bit better on the weekends except for Easter. Easter is our biggest trash day at the parks ever. We don't have as many people as the 4th of July but they bring a lot more stuff with them.

We have Hollydale listed in our ten year master plan. We have a problem in park renovations that cost coincides with the number of acres that we have. Hollydale Regional Park is 56 acres and the renovation plan is estimated at close to 50 million dollars. We are working on this, as we have concept plans and have it broken down in sections as we did with South Gate Park. We are definitely looking at the river activity to help bring funding to those different sections. It will correspond to the different projects with the type of funding that is available.

During these past couple of weeks we have experienced challenges with graffiti. The small quad area where JAA practices has been targeted every night. We clean it up every morning and then the next morning it's there again.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

6

BUDGET CONT'D

Mayor Morales inquired about reporting it to the Police Department.

Mr. Adams responded that Parks works closely with the Police Department as well as the graffiti crew. Additionally, the graffiti crew reports this to the Police Department.

Council Member Rios acknowledged both the Recreational and Police departments. These departments stand out because they are out at most events day in and day out. He believes that both departments' requests are reasonable and thanked them for their presentations.

DEVIATE
FROM THE AGENDA

At this time, there being no objections, Mayor Morales stated that item 15 would be considered out of its regular agenda order.

15

CUP 833

The City Council unanimously adopted Resolution No. 7860 entitled - A Resolution of the City Council of the City of South Gate, California, approving and modifying Conditional Use Permit No. 833 to allow an unmanned telecommunications facility at 8912 Madison Avenue by motion of Mayor Morales and seconded by Vice Mayor Diaz.

COMMENTS FROM
THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue said that she went on the West Santa Ana Branch Rail tour a few weeks ago. She thought it was very informative and the train was long and fast. She thought the brick structures in the Pasadena area were nice and would look nice in Hollydale, near the 105 freeway line but not necessarily at the Gardendale line. The Culver City section had a lot of constructions, the density level to her was very sad and there were sound walls at every station. She thought the best was Westwood because they didn't make any changes which is not what happened with Area 5. Metro's response was that it was up to our Council leaders. It was a very good trip but the 4ft handicap scooter her son was on did not fit on the bus or the rail line very well.

Ms. Johnson said that she saw that there was another cancellation for the Planning Commission on April 16th for lack of a quorum. This is the fourth time since January out of the ten meetings posted. If this is one single person, maybe they should consider stepping done to give another person the chance to contribute in their community.

Ms. Johnson stated that she was remiss last Council when she congratulated incoming Mayor and Vice Mayor when she neglected to mention that the outgoing Mayors accomplishments. She thought that the Mayor was very professional and her performance as Mayor is to be commended.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

COMMENTS FROM

THE AUDIENCE CONT'D

John Montalvo, 9815 Virginia Avenue congratulated the Mayor and Vice Mayor on their appointments. He invited everyone to attend the Comic Con that they are having in two weeks. They are anticipating about 400 people with all the proceeds going to the local Boy Scout Troop. He requested that if the Council can help the Boy Scouts with a merit badge in public speaking and would like to see if they can set something up for the next City Council meeting that they can do their 3 minute speech.

Melissa Alvarado, 10316 Hunt Avenue stated that the running trail in South Gate Park is run down and the sprinklers are flooding the path.

Nick Godoy, 8611 San Gabriel Avenue spoke about the delineators near the 710 freeway, as well as the issue of roaming dogs from neighbors and traffic concerns at the azalea center.

REPORTS AND COMMENTS

FROM CITY OFFICIALS

Paul Adams, Director of Parks and Recreation reminded everyone that May 4th is JAA opening day and May 11th is the health fair and 5K run.

Raul Salinas, City Attorney said that he wanted to applaud the request for the Boy Scouts to come in and do public speaking. He was a merit badge counselor for public speaking and the City Attorney's Office does have a practice that if a Boy Scout would like to sit next to him at a meeting, he could be an acting City Attorney for a night.

Greg Martinez, City Treasurer stated that he was at the Treasurer's Conference in San Diego. He said that Earth Day was a great event and he worked on the west side. He also gave out about another 1,500 light bulbs at the event.

Council Member Bernal attended the Well on Tap session in San Jose learning about the Delta and the issues that they face. There are two more sessions with the program. In regards to the budget, she would like staff to look into recording our meetings. We record them voice by voice but she would like the City to have visuals, whether it be Facebook Live or finding some type of program or company that can provide service to physically see the meetings online.

Council Member Bernal thanked Virginia for always being honest and candid with her, but please be assured that her comments at the last meeting were not political. It was just her thinking of ways to give our community leaders the opportunity to grow and be successful.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Council Member Davila attended the County Sanitation Meeting and they are finally bringing a contract to the board for review. She also attended Eco Rapid and Earth Day was a wonderful event.

Council Member Davila requested that for the next agenda we add a recognition item honoring a member of South Gate who was chosen as Women of the Year.

Council Member Rios received many compliments on the Earth Day. He attended Tweedy Elementary School today with the Mayor to visit their arts program. He acknowledged Toni Martinez on being singled out today for Older Americans Month and as he is probably the oldest member of the City Council, and would like to see how we can continue to support our seniors.

Vice Mayor Diaz attended MS4 Public Works workshop in Culver City. She spoke at the Public Hearing on small cities where the compliance price tag is so high and that Measure W is a small step forward but not enough. She also attended the WELL Conference with Council Member Bernal. She sits on the South East Community Development Commission and this Friday Mayor Morales is going to be speaking with Charter Communication and SUDC in regards to the digital divide that we face in the South East. At Vector Control there was a discussion on the warmer weather and how mosquito season is popping up.

Mayor Morales said that the Tweedy Elementary event today was phenomenal and that this is part of the Frank Gehry program. As Mayor he went to the Hollywood Walk of Fame to see Cypress Hill (Latino American Hip Hop group from South Gate) get a star on the Walk of Fame. Through the Frank Gehry project the Mayor had learned about sensory restaurants and an APP called "Just Be" that lets families find friendly places for children with autism. This is also autism awareness month and would like to have the City recognize this. He attended Earth Day and will be in Sacramento with the League of California City for the Board Meeting.

CONSENT CALENDAR

Agenda Items 7, 8, 10, 11, 12, and 14 were unanimously approved by motion of Council Member Davila and seconded by Council Member Bernal. Items 9 and 13 were pulled for discussion.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

7

STREET LIGHTING & LANDSCAPE

The City Council considered approved A and B during the consent calendar.

- a. Adopted Resolution No. 7855 entitled - A Resolution of the City Council of the City of South Gate, California, preliminarily approving the Engineer's Report for the proceedings of the Fiscal Year 2019/20 Annual Levy of Assessments within the Street Lighting and Landscape Maintenance District No.1: and
- b. Adopting Resolution No. 7856 entitled - A Resolution of the City Council of the City of South Gate, California, declaring the City's intention to levy and collect assessments under the Fiscal Year 2019/20 annual levy and collection of assessments within the Street Lighting and Landscape Maintenance District No. 1, and setting a Public Hearing for May 28, 2019.

8

LA RIVER

The City Council approved A, B, C, D and E during consent calendar.

- a. Adopted Resolution No. 7857 entitled - A Resolution of the City Council of the City of South Gate, California, initiating the application to the Los Angeles Local Area Formation Commission for the formation of the Lower Los Angeles River Recreation and Parks District;
- b. Directed staff to take steps necessary to complete the application process on behalf of the City;
- c. Appropriated \$15,000 from the unassigned General Fund balance to Account No. 100-401-61-6101 (Professional Services) to fund the \$7,500 application fee and up to \$7,500 of consultant services as required;
- d. Authorized the Director of Parks & Recreation to execute, on behalf of the City, all documents required to submit, process and implement said application in a form acceptable to the City Attorney; and
- e. Approved the Categorical Exemption for the proposed annexation under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 20, as a change in the organization of local agencies.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

9

PERSONNEL

The City Council unanimously adopted Resolution No. 7857 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 reclassify the positions of Senior Traffic Engineer to City Traffic Engineer and Assistant City Engineer to Deputy City Engineer, to approve the corresponding job specifications and to update the appropriate salary pay tables by motion of Council Member Davila and seconded by Vice Mayor Diaz.

10

PERSONNEL

The City Council adopted Resolution No. 7859 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 specifications of the Water Service Representative I and Water Service Representative II positions in the Public Works Department to bring them up to date during consent calendar.

11

CHAKEMCO STREET

The City Council approved A, B, and C during consent calendar.

- a. Approved an Agreement (Contract No. 3520) with Stephen Doreck Equipment Rentals, Inc., to construct the Chakemco Street Water Main, City Project No. 606-WTR (Project), in the amount not-to-exceed \$269,835;
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Approved the Notice of Exemption for the replacement of the Water Main and direct the City Clerk to file it with the Los Angeles County Recorder's Office.

12

SPECIAL EVENTS

The City Council approved A, B, and C during consent calendar.

- a. Received and filed a proposal from the Los Angeles Unified School District (LAUSD) to install 24 banners on Tweedy Boulevard between Truba Avenue and Elizabeth Avenue, for the purposes of promoting student achievements at South East High School and Victoria Elementary School;
- b. Approved LAUSD's request to waive Public Works Encroachment Permit Fees for the installation of 24 banners, in the amount of \$3,672; and
- c. Approved LAUSD's request to waive Banner Permit Fees for the installation of 24 banners, in the amount of \$4,200.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

13

METER UPGRADE

The City Council unanimously approved A and B by motion of Council Member Bernal and seconded by Council Member Davila.

- a. Accepted completion of construction of the Automatic Water Meter Upgrade Project, City Project No. 573-WTR, effective March 4, 2019; and
- b. Directed the City Clerk to file the Notice of Completion with the Los Angeles County Recorder's Office.

14

MINUTES

The City Council approved the Regular Meeting minutes and Special Meeting minutes of March 26, 2019 and April 9, 2019 during consent calendar.

16

SISTER CITY

SUBCOMMITTEE

The City Council formed a Sister Cities Subcommittee composed of two City Council Members, to guide the development of a Sister Cities policy and program.

Council Member Rios and Council Member Bernal were unanimously appointed selected to serve on the Sister Cities Subcommittee by motion of Mayor Morales and seconded by Council Member Davila.

City Treasurer Greg Martinez asked if he could also attend these meetings.

Mayor Morales thought it would be fine, with the City Manager's approval, since Mr. Martinez is a member of the elected administration.

ROLL CALL: Council Member Davila, yes; Council Member Rios, abstained; Council Member Bernal, abstained; Vice Mayor Diaz, yes; Mayor Morales, yes.

17

BUDGET

The City Council unanimously approved 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 by motion of Council Member Bernal and seconded by Council Member Davila.

1. Receive and filed the mid-year budget report for Fiscal Year 2018/19.
2. Appropriated \$10,000 from the unassigned General Fund Balance to account no. 100-503- 21-6701 for the refurbishment of one parking enforcement vehicle.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

17.

BUDGET CONT'D

3. Appropriated \$24,000 from the unassigned Gas Tax Fund Balance to account no. 212-713-31-5110 for overtime for the remainder of the fiscal year necessitated by the unusually wet winter and the need to address potholes and tree maintenance.
4. Appropriated \$34,000 from the unassigned Gas Tax Fund Balance to account no. 212-713-31-9005 for the purchase of two SASE Concrete Grinders.
5. Appropriated \$32,716 from the unassigned Prop A Fund Balance to account no. 221-480-33-6304 for payment of the Eco-Rapid Transit Annual Membership Dues.
6. Appropriated \$20,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-415-61-6704 for the emergency repair of lateral lines at the Patricia G. Mitchell Swim Stadium.
7. Appropriated \$20,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-415-61-9100 for emergency repairs to the skylights at the Patricia G. Mitchell Swim Stadium.
8. Appropriated \$175,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-710-21-9100 for required repairs to the underground fuel tank at the Police Department.
9. Appropriated \$15,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-710-21-9100 for required repairs to 4-inch sewer line in the women's restroom at the Police Department;
10. Increased revenue projections by \$203,595 in the Water Fund, account no. 411-4999, for the annual reimbursement from the Sewer Fund for its share of the annual debt service payments on the 2012 Water Revenue Bonds; and
11. Appropriated \$203,595 from the unassigned Sewer Fund Balance to account no. 412-732- 52-7999 to reimburse the Water Fund for the Sewer Fund's share of the annual debt service payments on the 2012 Water Revenue Bonds.

REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 23, 2019

18

WARRANTS

The City Council unanimously approved the Warrants for April 23, 2019 by motion of Council Auditor Bernal and seconded by Council Member Davila.

| | |
|---------------------------|----------------------|
| Total of Checks: | \$2,516,695.49 |
| Total Payroll Deductions: | <u>\$ 336,035.23</u> |
| Grand Total: | \$2,180,660.26 |

ADJOURNMENT

Mayor Morales unanimously adjourned the meeting at 9:43 p.m., seconded by Council Member Davila.

PASSED and **APPROVED** this 14th day of May, 2019.

ATTEST:

Jorge Morales, Mayor

Carmen Avalos, City Clerk

RECEIVED

City of South Gate

Item No. 15

CITY COUNCIL

MAY 8 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:05pm

For the Regular Meeting of: May 14, 2019

Originating Department: Police

Department Director:


Randall Davis

City Manager:



Michael Flad

SUBJECT: AGREEMENT WITH SEAACA TO PROVIDE ANIMAL CONTROL SERVICES

PURPOSE: To approve the Southeast Area Animal Control Authority (SEAACA) Agreement for Fiscal Years 2019/20 through 2020/24.

RECOMMENDED ACTIONS:

- a. Approve Agreement with the Southeast Area Animal Control Authority for Animal Control Services for Fiscal Years 2019/20 through 2020/24; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

 **FISCAL IMPACT:** The net cost to the General Fund for Animal Control Services for Fiscal Year 2019/20 will not exceed \$598,776.

ANALYSIS: None

BACKGROUND: The proposed SEAACA Agreement for animal control services for Fiscal Year 2019/20 is \$821,776, which is a 2.2% rate increase from last year's cost of \$804,336. The guaranteed licensing and penalty revenue fees are expected to remain at \$223,000, which results in a net cost of \$598,776. The 2.2% rate increase accounts for salary increases and rising costs associated with electric, water, cleaning supplies, surgical supplies, contracted maintenance, and veterinary medicine. If license revenue fees exceed the pre-determined \$223,000, 50% of the excess funds will be retained by SEAACA and the other 50% will be rebated to the City following the close of Fiscal Year 2019/20. In the current fiscal year, it is estimated that the additional rebate to the City will be \$30,000 because the licensing and penalty revenue fees will exceed the guaranteed funds for Fiscal Year 2018/19. This additional revenue will further reduce the net cost to the City.

ATTACHMENT: Proposed Agreement for Animal Control Services

AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES

THIS AGREEMENT is entered into this 1st day of July 2019, by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California 90241 (herein, "SEAACA") and the CITY OF SOUTH GATE, a California Corporation, whose address is 8620 California Avenue, South Gate, California 90280 (herein "CITY").

RECITALS:

WHEREAS, SEAACA is a public agency organized by the Cities of Downey, Norwalk, Pico Rivera, Bell Gardens, Montebello, Paramount, Santa Fe Springs and South El Monte, pursuant to the provisions of section 6500 et seq. of the California Government Code for the purpose of providing animal control services within the boundaries of those cities and such other municipal corporations as are approved by SEAACA, and

WHEREAS, CITY has requested that SEAACA enter into this Agreement and provide Animal Control and Sheltering services to the CITY during the term thereof, which are more fully described hereinafter, and

WHEREAS, both CITY and SEAACA have authorized entering into this Agreement by formal action of their respective governing bodies, taken at properly noticed meetings;

NOW THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I. SEAACA AGREES:

1. To perform the following services for CITY within the corporate limits of CITY:
 - a) To provide one (1) assigned officer, totaling forty (40) hours per week.
 - b) To patrol the streets of CITY as many additional hours per month as necessary to enforce the provisions of the SOUTH GATE's Municipal Code relating to animal control.
 - c) To enforce all applicable leash law requirements.
 - d) To enforce all applicable standards for animal care.
 - e) To operate an animal control shelter; to maintain its kennels and premises in a sanitary condition at all times; to comply with all applicable laws of the State of California; and to give the prescribed notices and use humane methods for the care and destruction of any animal coming under its jurisdiction.
 - f) To enforce all applicable State statutes, with respect to those services as are customarily rendered by SEAACA.
 - g) To pick up and impound stray, sick, or injured animals from the public streets and private property.
 - h) To pick up dead animals within 24 hours.
 - i) To investigate complaints relating to animal cruelty.
 - j) To provide prompt 24 hour per day emergency service response for injured or vicious animals.
 - k) To provide all services and materials to establish and maintain a licensing and canvassing program.

l) To canvass all delinquent licenses each year and every household in the CITY a minimum of once every two years to ensure that all animals required to have licenses are indeed licensed.

m) To provide for licensing services at two rabies clinics each year to be organized and administered by SEAACA.

n) To keep and maintain during the term of this Agreement, books, and records pertaining to the licensing of dogs, collection of fees, and impounding of animals. Said books and records shall be available for audit and examination by the CITY during normal business hours and with reasonable notice. During the term of this Agreement, SEAACA will report to CITY the total dollar amount of license fees collected. SEAACA shall maintain a record of all complaints received and shall furnish the CITY, upon request, with a written record of the complaints and the way in which complaints were handled.

2. That if requested in writing by CITY, additional services above those described herein may be performed by SEAACA when SEAACA determines that such additional services will not interfere with the maintenance level of the animal control services provided elsewhere by SEAACA. CITY will pay for such additional services in such amounts as are agreed to by SEAACA and CITY.

SECTION II. CITY AGREES:

1. To cooperate and assist SEAACA in performing its obligations hereunder, including the adoption of SEAACA's Model Ordinance.

2. That for and in consideration of the rendition of services pursuant to this Agreement:

a) The total cost to the CITY for Fiscal Year 2019/2020 shall be \$821,776.00 offset by revenues collected by SEAACA in performance of this Agreement for license fees and penalties. SEAACA guarantees that said revenues shall be \$223,000.00. If license revenues exceed that amount, 50% shall be returned to the CITY following the close of the fiscal year.

b) The net annual cost to CITY for said services shall not exceed \$598,776.00 and shall be paid by CITY to SEAACA upon invoice on the following schedule: \$299,388.00 on July 1, 2019 and \$299,388.00 on October 1, 2019. Said sums shall be paid within thirty (30) days after receipt of invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, SEAACA is entitled to recover interest thereon. Said interest shall be at the rate of ten percent (10%) per year, or any portion thereof, calculated from the last day of the month in which the services were performed. If such payment is not delivered to SEAACA within the time set forth hereinabove, SEAACA may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit or to the credit of SEAACA, without giving further notice to CITY of SEAACA's intent to do so.

c) SEAACA shall be entitled to and shall retain all monies that it collects from residents of the CITY for impounding, boarding, adoptions, spay/neuter fines and other penalties/fines imposed by the State of California.

d) The compensation and financial provisions of subsections b) and c) of Paragraph 2 of Section II, shall be adjusted annually by mutual agreement of the Parties. Prior to the end of each year of this Agreement, the parties shall commence negotiations to determine the compensation and financial provisions to apply for the next year of this Agreement. If the Parties are unable to

agree, the parties may extend this agreement in writing on a month-to-month basis based on mutually agreeable written temporary compensation and financial provisions, or terminate this Agreement. The compensation and financial provisions agreed upon by the Parties after the first year of this contract shall be reduced to writing and signed by all Parties.

SEAACA shall retain all fees and/or fines collected resulting from Administrative Hearings conducted by SEAACA.

SECTION III. THE PARTIES AGREE:

1. That the service performed by SEAACA shall only encompass those duties and functions of SEAACA which are rendered by it and which it is authorized to provide pursuant to the provisions of the Joint Exercise of Powers Agreement and the statutes of this State.
2. That the rendition of services performed hereunder, the standard of performance and other matters incidental to the performance of such service and control of personnel so employed shall remain in SEAACA. In the event that a dispute arises between SEAACA and the CITY as to the extent of the duties and functions to be rendered hereunder or the manner of the performance of such services, the determination thereof shall be made by the SEAACA Board of Commissioners.
3. That for the purpose of performing all functions, SEAACA shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the level of services to be rendered hereunder.
4. That all persons employed by SEAACA in the performance of this Agreement shall be SEAACA employees and no CITY employee as such shall be taken over by said SEAACA, and no person employed hereunder shall have any CITY pension, civil service, or any status or right.
5. The CITY agrees to cooperate and meet with SEAACA regarding changes in service delivery options to assist with implementation of new programs to enhance services to the community.

SECTION IV. INDEMNIFICATION:

1. That CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any SEAACA personnel performing services hereunder for said SEAACA, or any liability other than that provided for in this Agreement. Except as herein otherwise specified the CITY shall not be liable for compensation or indemnity to any SEAACA employee for injury or sickness arising out of his/her employment.
2. That SEAACA, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said CITY or of any officer or employee thereof, nor for any defective or dangerous condition of City-owned real property, and CITY shall hold SEAACA and its officers and employees harmless from, and shall defend SEAACA and the officers and employees thereof against, any claim for damages resulting there from.
3. That CITY, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of SEAACA or of any officer or employee thereof, and SEAACA shall hold CITY and its officers and employees harmless from, and shall defend CITY and the officers and employees thereof against, any claim for damages resulting there from.

SECTION V. INSURANCE:

SEAACA is a member of the California Joint Powers Insurance Authority (California JPIA), and participates in self-insurance and commercial insurance programs administered by the California JPIA for its members. Primary Liability Program, including Automobile Liability Coverage Limit is \$1,000,000 per occurrence, Annual Aggregate Limit shall be \$1,000,000; Workers' Compensation Program Coverage Limits shall be Statutory, Employers Liability is \$1,000,000.

SECTION VI. TERM:

1. That the term of this Agreement shall be for the period of five years, July 1, 2019 through June 30, 2024, inclusive, unless the Agreement is terminated as herein provided. CITY and SEAACA may extend this Agreement at its expiration for an additional five year period by mutual written agreement.
2. Should SEAACA default during the term of this Agreement in the performance of its obligations as set forth herein and fail to cure said default within fifteen (15) days' written notice to do so, then CITY may terminate this Agreement. And upon payment to SEAACA of monies owing to SEAACA, less any credits to the CITY by SEAACA, for satisfactory performances rendered pursuant to this Agreement and through the date of said termination, thereafter there shall be no obligation of the CITY to SEAACA. Should CITY fail to pay the sums owing to SEAACA as provided hereunder or otherwise default on any provision of this Agreement and fail to cure said default within fifteen (15) days written notice to do so, then SEAACA may terminate this Agreement and upon the effective date of the termination, and upon payment to CITY of monies owing to CITY, there shall be no further obligation of SEAACA to the CITY. Such termination shall not be deemed a waiver of any rights SEAACA may have against CITY for any sums due to SEAACA under the terms of this Agreement.
3. Either SEAACA or CITY may terminate this Agreement by giving the other party ninety (90) days prior written notice.

SECTION VII. AMENDMENT:

This Agreement shall not be amended, or any provision or breach hereof waived, except in writing signed by the parties expressly referring to this Agreement.

SECTION VIII. NOTICE:

That any notice required to be sent hereunder shall be deemed received if addressed to the address of the parties as set forth hereunder and deposited, postage prepaid, in the United States Post Office, or to such other address as the parties may, from time to time, in writing furnish to the other party.

IN WITNESS WHEREOF, THE CITY OF SOUTH GATE, by order of its City Council caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this Agreement to be signed by its Chairperson of said Commission and attested to by SEAACA's Executive Director.

AGREEMENT WITH SOUTHEAST AREA ANIMAL CONTROL AUTHORITY FOR
ANIMAL CONTROL AND SHELTERING SERVICES: JULY 1, 2019 THROUGH JUNE 30, 2024
-Signature Page-

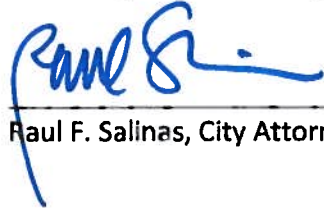
CITY OF SOUTH GATE

BY: _____
Jorge Morales, Mayor

ATTEST:

Carmen Avalos, City Clerk

APPROVED AS TO FORM AND CONTENT ^(AS)



Raul F. Salinas, City Attorney

SOUTHEAST AREA
ANIMAL CONTROL AUTHORITY

BY: _____
Marco Barcena, Chairperson

ATTEST:

Sally Hazzard, Executive Director

APPROVED AS TO FORM AND CONTENT

Scott Nichols, SEAACA Attorney

RECEIVED

MAY 8 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:15pm

City of South Gate
CITY COUNCIL

Item No. 16

AGENDA BILL

For the Regular Meeting of: May 14, 2019

Originating Department: Community Development

Department Director:


Joe Perez

City Manager:


Michael Flad

SUBJECT: COMPLETE COUNT COMMITTEE FOR THE 2020 U.S. CENSUS

PURPOSE: To appoint a Chairperson for the Complete Count Committee to increase awareness and encourage residents to participate in the 2020 Census.

RECOMMENDED ACTIONS:

- a. Appoint a City Council Member to serve as the Chairperson of the Complete Count Committee and to work with the City Manager and/or his designee to establish a proposed list of committee members that are representative of various community stakeholders; and
- b. Direct the Chairperson and City Manager to present a proposed list of committee members to the City Council for consideration at a future City Council meeting.

FISCAL IMPACT: None.

ANALYSIS: To ensure cities are accurately represented in the 2020 Census, which will begin on April 1, 2020, the Census Bureau and the League of California Cities are recommending that cities form Complete Count Committees. Such committees can be comprised of community leaders, civic and faith-based organizations, media representatives, members of the school system and various government departments. South Gate formed such a committee in 2009 in preparation for the 2010 Census.

The Complete Count Committee would utilize local knowledge, influence, and resources to educate the community and promote the Census through locally based, targeted outreach efforts; provide a vehicle for coordinating and nurturing cooperative efforts between the City government, community, and the Census Bureau; and assist the Census Bureau in obtaining the most accurate count of South Gate residents in 2020 through partnerships with the City government and community organizations.

BACKGROUND: At the federal level, census data determines the number of seats for the House of Representatives. At the state level, California will use the data to determine legislative districts. At a local level, Census data will directly influence future changes toward boundaries. The data collected also helps determine the distribution of annual funding for many programs such as the Community Development Block Grant Program (CDBG), as well as funding for roads and school lunch programs. For these reasons, a complete and accurate census count is essential to the well-being of all Californians.

The State of California will focus its communication and outreach efforts on “hard to count” (HTC) communities, which have historically been undercounted populations. HTC population will encompass many communities of color; low-income households; veterans; young children; the elderly; those experiencing homelessness, displacement or housing insecurity; and immigrants or those who speak limited English. In order to reach all households statewide and motivate HTC residents to respond, the League of California Cities recommends that cities build partnerships across various sectors.

ATTACHMENT: None.

RECEIVED

Item No. 17

MAY 8 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:40pm

AGENDA BILL

For the Regular Meeting of: May 14, 2019
Originating Department: Community Development

Department Director:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: DISPOSITION AND DEVELOPMENT AGREEMENT WITH ASÍ REAL ESTATE INVESTMENTS, LLC, FOR CITY OWNED PROPERTY LOCATED AT 5821 FIRESTONE BOULEVARD

PURPOSE: Staff is requesting that the City Council reconsider the Disposition and Development Agreement (DDA) with ASÍ Real Estate Investments, LLC (“Developer”) for the acquisition and development of City-owned property located at 5821 Firestone Boulevard, in order to allow additional public input. Reconsideration of this item will allow all interested parties to have an opportunity to discuss their request in front of the City Council in order to maintain public transparency and the ability for interested parties to have input.

RECOMMENDED ACTION: Direct staff to present at a future City Council meeting, a public hearing to reconsider the Disposition and Development Agreement with ASÍ Real Estate Investments, LLC for the sale of City-owned property located at 5821 Firestone Boulevard.

FISCAL IMPACT: None.

ANALYSIS: On May 2, 2019, the City received a letter from GVD Commercial Properties, Inc. (“GVD”), property owner of the property adjacent to 5821 Firestone Boulevard (“Site”) stating that they received a Notice of Public Hearing in regard to a proposed resolution to approve a DDA for the sale of the Site, on April 29, 2019, five days after the Public hearing took place during the City Council meeting on April 23, 2019. The City mailed out Public Hearing Notices for this item on April 12, 2019, in compliance with Chapter 11.50, Title 11 of the South Gate Municipal Code along with the State of California’s requirement, which references using the county assessor for property information. In their letter, GVD mentions the City did not include Suite number “A” for GVD which GVD indicated could have caused the delay in receipt of notice. The address used for GVD, is the address recorded with the County Assessor’s office and did not contain “Suite A.” Notice of the hearing was published in the Los Angeles Wave newspaper on April 12, 2019. In addition, notices were mailed to property owners and addresses located within 1,000 feet of the the proposed project area and property.

ATTACHMENT: Agenda Bill and Attachments from April 23, 2019, City Council Meeting.

RECEIVED

APR 18 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:40am

AGENDA BILL

For the Regular Meeting of: April 23, 2019
Originating Department: Community Development

Department Director:


Joe Perez

City Manager:


Michael Flad

SUBJECT: DISPOSITION AND DEVELOPMENT AGREEMENT WITH ASÍ REAL ESTATE INVESTMENTS, LLC, FOR CITY OWNED PROPERTY LOCATED AT 5821 FIRESTONE BOULEVARD

PURPOSE: To approve a Disposition and Development Agreement (DDA) with ASÍ Real Estate Investments, LLC (“Developer”) for the acquisition and development of City-owned property located at 5821 Firestone Boulevard, identified as APN 6232-004-907 (“the Site”).

RECOMMENDED ACTIONS: Following the conclusion of the Public Hearing:

- a. Accept the determination that this project is Categorically Exempt under Class 32 (In-Fill Projects) Section 15332 of the California Environmental Quality Act; and
- b. Adopt Resolution approving the Disposition and Development Agreement with ASÍ Real Estate Investments, LLC for the sale of City-owned property located at 5821 Firestone Boulevard and authorize the Mayor to execute said Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: Approval of the proposed sale will generate \$1,540,000 in one-time general fund revenue, and undetermined amount of on-going property and sales tax revenue following completion of the proposed project.

PUBLIC NOTIFICATION: Advertising and notification of the public hearing for this item was conducted in compliance with Chapter 11.50, Title 11 of the South Gate Municipal Code. Notice of the hearing was published in the Los Angeles Wave newspaper on April 12, 2019 (Attachment E). In addition, notices were mailed to property owners and addresses located within 1,000 feet of the the proposed project area and property.

ALIGNMENT WITH COUNCIL GOALS: This proposed DDA meets the City Council’s goal of encouraging economic development by establishing a development with an accomplished developer to develop a project on City-owned property that enhances the quality of life of residents, provides employment opportunities and increases property and sales tax revenue.

ENVIRONMENTAL EVALUATION: This project is Categorically Exempt under Class 32 (In-Fill Projects) Section 15332 of the California Environmental Quality Act. Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section. The Project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as

with applicable zoning designation and regulations. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The Project site has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

ANALYSIS: Acquired by the former South Gate Community Development Commission (Redevelopment Agency) in 1994 to provide public parking, the Site is located within the South Gate Towne Shopping Center on the north side of Firestone Boulevard, just east of Garfield Avenue. The 20,125 square foot property was transferred to the City of South Gate after redevelopment agencies were dissolved by the State of California in 2012. The Site is currently improved as surface parking lot utilized by patrons of surrounding businesses within the shopping center, including Denny's Restaurant to the west and El Compa Restaurant to the east.

The Site is within the Regional Commercial Zone with a residential/mixed-use overlay. This Zone supports retail and service commercial uses as well as residential as part of mixed-use projects. The General Plan designation for the Site is El Paseo/South Gate Towne Center (Sub Area 1), which calls for uses such as retail/service, restaurant, office, entertainment, multi-family residential, and plazas/open space. The Site does not generate any income for the City and was appraised at a value of \$1,540,000.

Disposition and Developemnt Agreement

The proposed DDA, between the City of South Gate and ASÍ Real Estate Investments, LLC (Developer) for the redevelopment of the City owned parcel located at 5821 Firestone Boulevard establishes mutual covenants and promises between both parties. The Developer desires to redevelop the Site with a single tenant or multi-tenant building for restaurant and/or retail services. The project will consist of up to approximately 3,500 square feet in of retail/restaurant space and in compliance with Reciprocal Easement Agreements recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846. Tenants may include restaurants such as, Raising Cane's Chicken Fingers, The Coffee Bean & Tea Leaf, Moe's Southwest Grill, Farmer Boys, Dunkin Donuts, Noah's Bagels, and Jimmy Johns.

Provided below are key terms of the DDA:

- Agreement is with the City of South Gate and ASÍ Real Estate Investments, LLC in "conjunction with Arturo Sneider from Primestor Development, who will guarantee the required construction covenants."
- City agrees to sell to Developer all City's rights, title and interests in and to the Site upon the terms and conditions set forth in Agreement.
- City will not be providing financial assistance to Developer in connection with Developer's acquisition of the Site or development of the Project.
- Developer shall be responsible for all construction and development costs to construct and/or hire to construct the Project on the Site.
- Developer will provide all required landscaping and on-site improvements in accordance with applicable City regulations and standards.
- The City will sell the property for the fair market value of \$1,540,000.
- Close Escrow by September 30, 2019.
- Begin construction of the Project within ninety 90 days after close of escrow.
- Completion of project shall be no later than one year after close of escrow.

The Project will provide a dining and/or retail development along the Firestone corridor, increase retail sales tax revenues, and create jobs.

Development Plan and Submittals

Following approval of the DDA, Project approval is subject to multiple submissions to City staff, and City Council review and approval. Developer shall submit the following materials to City staff:

- *Updated Proforma*- A detailed proforma tailored to the Project as contemplated in the Project Development Concept subject to the reasonable, prior written approval of the City Manager.
- *Updated Site Plan with Architectural Design and Parking Proposals*- A reasonably detailed Site Plan and development details for the elected Project Development Concept, along with a plan for ensuring compliance with City parking standards.
- *Updated Schedule of Performance*- Any final revisions to the proposed Project Schedule of Performance.

Material for City Council Approval

Upon submission of the Development Plan to the City Planning Division, the following materials will be presented to the City Council for review at a regularly-scheduled City Council meeting within 30 days:

- *The Updated Site Plan*- City Council approval will include (a) the proposed architectural design scheme; and (b) Developer's parking proposal.
- *Updated Schedule of Performance*- Any proposed revisions to the proposed Project Schedule of Performance.

The City Council will decide whether to approve, disapprove, or approve with further conditions, the Developer's ability to proceed with the Project Development Concept elected. Once Developer is authorized by the City Council to proceed with the Project Development Concept, then Developer shall submit to the City final drawings and specifications for development of the Site.

BACKGROUND: After the dissolution of redevelopment agencies in 2012, the Site was included in the State-required Long Range Property Management Plan (LRPMP). The South Gate 2015 LRPMP, which listed the Site as being transferred to the City of South Gate, was approved by the California Department of Finance.

On April 2018, the City approved an Exclusive Negotiation Agreement (ENA) with Primestor Development Inc., (Primestor), the developer of the successful 32-acre azalea Regional Shopping Center located at 8653 Atlantic Avenue, who expressed interest in acquiring and developing the Site. The ENA established a time period during which Primestor would have the exclusive right to negotiate the terms for the purchase and development of the Site. During the ENA period, Primestor conducted due diligence regarding the Site and analyzed the feasibility of developing the Site for a retail/restaurant use in accordance with the City's vision for the Site. The specific use(s), design elements and size of the proposed development were determined by the research, discussions and reports that occurred during the exclusive negotiating period. The ENA allowed a commitment by both parties to negotiate in good faith towards the approval of a DDA.

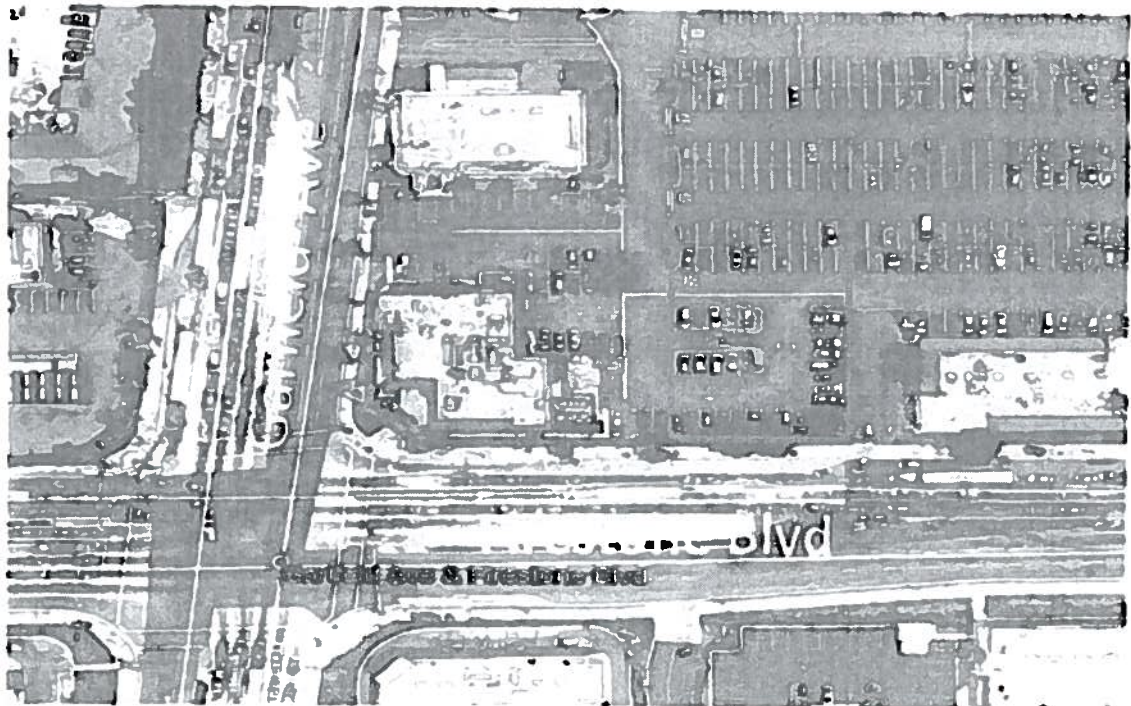
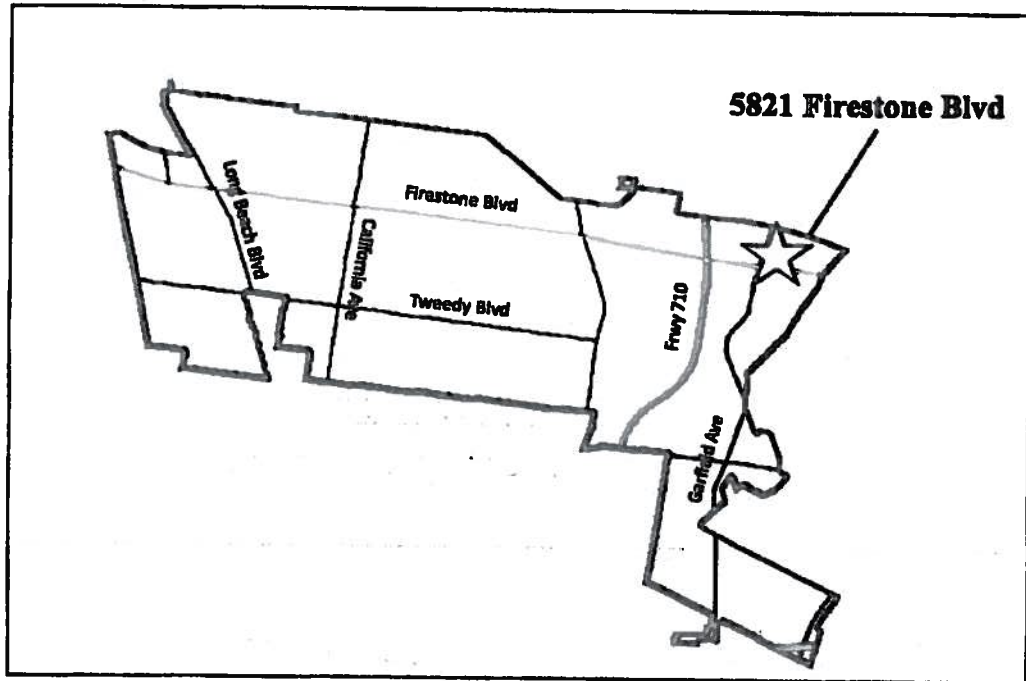
The proposed developer for this project is ASÍ Real Estate Investments, an Arizona limited liability company, in conjunction with Arturo Sneider from Primestor, who has guaranteed the required Construction Covenants. The Developer (i) is duly qualified to do business in good standing under the laws of the State of California, (ii) has taken all requisite action and obtained all requisite consents in connection with

Developer entering into this Agreement, and (iii) has all requisite power and authority to carry out Developer's business as now and whenever conducted and to enter into and perform Developer's obligations under this Agreement.

ATTACHMENTS:

- A. Location Map and Aerial
- B. Proposed Resolution (with proposed Disposition and Development Agreement, Preliminary Site Plan, and Concepts)
- C. Preliminary Elevations
- D. Public Hearing Notice

Attachment A
Location Map and Aerial



RESOLUTION NO. ____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH ASÍ REAL ESTATE INVESTMENTS, LLC FOR THE SALE OF CITY-OWNED PROPERTY LOCATED AT 5821 FIRESTONE BOULEVARD AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT IN A FORM ACCEPTABLE TO THE CITY ATTORNEY

WHEREAS, the City of South Gate is authorized and empowered by law to enter into agreements for the acquisition, development and disposition of real property; and

WHEREAS, the City of South Gate previously acquired that certain real property consisting of approximately 20,037 square feet located at 5821 Firestone Boulevard (the "Site") from the former Community Development Commission of the City of South Gate (successor-in-interest to the Redevelopment Agency of the City of South Gate) ("Former Agency") following the passage of California Assembly Bill x1 26 which added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code (the "H&SC") and caused the dissolution of all redevelopment agencies in the State of California and wind down of the affairs of the former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (together, as amended, the "Dissolution Law"); and

WHEREAS, pursuant to the Dissolution Law, the Successor Agency to the Community Development Commission of the City of South Gate ("Successor Agency") was required to prepare a "long-range property management plan" (the "LRPMP") addressing the future disposition and use of all real properties of the Former Agency no later than six months following the California Department of Finance's issuance to the Successor Agency of a finding of completion under Section 34179.7 of the H&SC; and

WHEREAS, the Site was included in the State-required LRPMP for the City of South Gate and, in the South Gate 2015 LRPMP, the Site was listed as being transferred to the City of South Gate which was approved by the California Department of Finance; and

WHEREAS, the Site is located within the South Gate Towne Shopping Center, is currently improved as a surface parking lot utilized by patrons of surrounding businesses within the shopping center, including Denny's Restaurant to the west of the Site, but does not generate any income for the City of South Gate; and

WHEREAS, the Site is within the Regional Commercial Zone with a residential/mixed use overlay, which zone supports retail and service commercial uses as well as residential as part of mixed use projects, and the General Plan designation for the Site is El Paseo/South Gate Towne Center (Sub Area 1), which call for uses such as retail/service, restaurant, office, entertainment, multi-family residential, and plaza/open space; and

WHEREAS, on April 24, 2018, the City Council of the City of South Gate approved an Exclusive Negotiation Agreement (the "ENA") with Primestor Development, Inc. ("Primestor"), the developer of the successful 32-acre azalea Regional Shopping Center located at 8653 Atlantic Avenue, to enter into a one-year period for exclusive negotiations for the potential acquisition and redevelopment of the Site for retail/restaurant uses; and

WHEREAS, in furtherance of the ENA, City staff has negotiated the terms of a Disposition and Development Agreement (the "DDA") with ASÍ Real Estate Investments, LLC, an Arizona limited liability company, or its duly approved assignee ("Developer"), in conjunction with Primestor's Chief Executive Officer, Arturo Sneider, for the sale, purchase and redevelopment of the Site, a copy of which DDA is attached to this Resolution as Exhibit "A"; and

WHEREAS, the DDA would provide, among other things, for the City of South Gate to sell the Site to Developer in its present "as is" condition for a purchase price of \$1,540,000, which is the fair market value of the Site as determined by an appraisal, with the proceeds of sale to be distributed to the taxing entities under Section 34191.5(c)(2)(B) of the H&SC; and

WHEREAS, Developer desires to redevelop the Site with a single tenant or multi-tenant building for restaurant and/or retail and services, which will be in compliance with all applicable laws and subject to the City of South Gate's discretionary approval of all plans and specifications in accordance with City ordinances and regulations including zoning regulations (the "Project"), it being the intent of Developer and the City of South Gate that the Project will provide a dining and/or retail development along the Firestone Boulevard corridor which would enhance the quality of life of residents, provide employment opportunities and increase retail sale tax revenue; and

WHEREAS, the sale of the Site is in the best interests of the City of South Gate and the health, safety and welfare of its residents; and in accordance with the goals, objectives and public purposes and provisions of applicable state and local laws and requirements; and

WHEREAS, Developer acknowledges that the City of South Gate will not be providing financial assistance to Developer in connection with Developer's acquisition of the Site or development of the Project; provided, however, the City of South Gate, at no cost to the City of South Gate, agrees to reasonably cooperate and assist Developer in its efforts to secure other public sources of funding (including subsidies), if any; and

WHEREAS, the City of South Gate published notice of the proposed DDA and held a public hearing on April 23, 2019, in accordance with Section 33431 of the H&SC and, following the public hearing, the City of South Gate considered and by this Resolution desires to approve the DDA;

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

SECTION 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

SECTION 2. The City Council hereby approves the terms and conditions of the DDA for the sale of the Site to Developer in substantially the form attached hereto as Attachment 1, which is fully incorporated by this reference.

SECTION 3. The City Council hereby authorizes the Mayor to execute the DDA in a form acceptable to the City Attorney and is further authorized to take such actions as may be necessary or appropriate to implement the DDA, including executing a grant deed and such other instruments, certificates and agreements, and taking such other appropriate actions to perform the obligations and exercise the rights of the City of South Gate under the DDA. A copy of the DDA when fully executed and approved shall be placed on file in the office of the City Clerk.

SECTION 4. This Project is within a Class 32 "Infill" Categorical Exemption pursuant to California Environmental Quality Act Guideline Section 15332. A Class 32 Exemption exempts certain in-fill development meeting the conditions described in the section. The Project qualifies for a Class 32 Exemption because of the following conditions: (a) the Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) the Project occurs within city limits on a site of no more than five acres substantially surrounded by urban uses; (c) the Project's site has no value as habitat for endangered, rare or threatened species; (d) approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

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 23rd day of April 2019.

CITY OF SOUTH GATE:

Jorge Morales, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

DRAFT
APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

EXHIBIT "A"
DISPOSITION AND DEVELOPMENT AGREEMENT
[to be attached]

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT is entered into as of April 23, 2019 by and between the CITY OF SOUTH GATE, a California municipal corporation ("City"), and ASÍ Real Estate Investments, LLC, an Arizona limited liability company, or its duly-approved assignee ("Developer"). For and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

R E C I T A L S

A. The subject matter of this Agreement concerns real property parcels shown and described in Exhibit A, including the following parcel:

1. *City Parcel.* One parcel of real property owned by the City of South Gate ("City") improved as parking lot located at 5821 Firestone Boulevard, APN 6232-004-907 in the City of South Gate, County of Los Angeles, State of California, which one City Parcel totals approximately 20,037 square feet and is legally described in Exhibit A hereto;
2. [Intentionally Omitted.]

B. The City is the owner in fee of the City Parcel, which parcel is the subject of conveyance under this Agreement. The City Parcel is referred to herein as the "Site," which Site is comprised of approximately 0.46 acres of land area.

C. Developer desires to redevelop the Site with a single tenant or multi-tenant building for restaurant and/or retail and services, which will be in compliance with all applicable laws and subject to City's discretionary approval of all plans and specifications in accordance with the City ordinances and regulations including zoning regulations ("Project"). In addition to the parking requirements for the Project, if Developer and City elect to proceed with the Project as provided in this Agreement, Developer will provide all required landscaping and on-site improvements in accordance with applicable City regulations and standards:

1. "Project Development Concept": If Developer acquires the Site, then the Project shall be as described and depicted in the site plan depicted in Exhibit B hereto and consisting of up to approximately 3,500 square feet in of retail/restaurant space and in compliance with Reciprocal Easement Agreements recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846; and such other covenants, conditions and restrictions and other encumbrances and title exceptions approved by Developer under Section 405 below;

D. City and Developer desire to enter into this Agreement to accomplish the sale of the Site to Developer and development of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement are in the best interests of the City of South Gate and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

E. The fair market value of the Site was appraised at One Million Five Hundred and Forty Thousand Dollars (\$1,540,000) on February 5, 2018 Developer's "Purchase Price" for the Site shall be One Million Five Hundred and Forty Thousand Dollars (\$1,540,000). Developer shall purchase all City's right, title and interests to the Site upon satisfaction of all Developer conditions to Closing and deposit of the Purchase Price into Escrow. City shall provide Developer with appropriate information and assistance for Developer's acquisition of the Site all in keeping with the appropriate escrow instructions and customary practices.

NOW, THEREFORE, based on the above recitals, which are deemed true and correct and which are incorporated into the terms of this Agreement, and in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

(§100) PURPOSE OF THE AGREEMENT.

A. (§101) Purpose of the Agreement.

Developer hereby agrees to purchase from City, and City agrees to sell to Developer all City's rights, title and interests in and to the Site upon the terms and conditions hereinafter set forth. This Agreement is intended to effectuate the designated use and development of the Site in accordance with the best interests of the City of South Gate, and the development of the Project thereon (**Exhibit B**). The sale of the Site is (i) in the best interests of the City and the health, safety and welfare of its residents; and (ii) in accordance with the public purposes and provisions of applicable federal, state and local laws.

Through this Agreement, it is the intent of the parties and the City that the Project will: (i) Provide a dining and/or retail development along the Firestone corridor, (ii) Increase retail sales tax revenues and, (iii) Create jobs.

B. (§102) No City Financial Assistance.

Developer acknowledges that City will not be providing financial assistance to Developer in connection with Developer's acquisition of the Site or development of the Project; provided, however, City, at no cost to City, agrees to reasonably cooperate and assist Developer in its efforts to secure other public sources of funding, if any (including subsidies).

Except as may otherwise be provided in this Agreement, Developer, at its sole expense, shall be responsible for all construction and development costs to construct and/or hire to construct the Project on the Site, including: grading and site preparation; building construction; site development and infrastructure; design; building permit and development fees; and financing. The Project is more particularly described in the Scope of Development, complete with the Project Development Concept (Exhibit B).

(§200) DEFINITIONS.

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

A. (§201) City Parcel Delivery Date.

The term "City Parcel Delivery Date" shall mean the date on or before the date on which the City Parcel Escrow shall have closed, which shall be no later than September 30, 2019.

B. (§202) Agreement.

The term "Agreement" shall mean this entire Disposition and Development Agreement, including all attachments, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference.

C. (§203) Business Interests.

The term "Business Interests" shall mean any and all business, commercial, manufacturing, retail, or restaurant operations existing upon the Site, whether by fee, tenancy or other right of occupancy, as of the Effective Date hereof.

D. (§204) City.

The term "City" shall mean the City of South Gate, a California municipal corporation.

E. (§205) Site.

The term "Site" shall mean the parcel of real property owned by the City improved as a parking lot commonly known as 5821 Firestone Boulevard, APN 6232-004-907, in the City of South Gate, County of Los Angeles, State of California, legally described in Exhibit A hereto.

F. (§206) Closing.

The term "Closing" shall mean the date of recording of the Grant Deed and the closing of the Escrow by the Escrow Agent's distribution of the funds and documents received through Escrow to the party entitled thereto as provided herein, which closing shall occur on or before the date established in the Schedule of Performance.

G. (§ 207) Covenants, CC&Rs, or REAs.

The term "Covenants," "CC&Rs," or "Reciprocal Easement Agreements" shall refer to that certain Regulatory Agreement(s), Declaration of Covenants and Restrictions, or Reciprocal Easement Agreements, pursuant to which Developer agrees to develop and maintain the Project on the Site.

H. (§208) Days.

The term "days" shall mean calendar days and the statement of any time period herein shall be calendar days, excluding Saturdays, Sundays and federal and state holidays, and not working days, unless otherwise specified. If the date ("Performance Date") on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls

on a Friday when South Gate City Hall is closed for business, or on a Saturday, Sunday or federal or state holiday, such Performance Date shall be automatically extended to the next calendar day.

I. (§209) Effective Date.

The Effective Date of this Agreement shall occur on the date this Agreement is executed on behalf of the City after public hearing.

J. (§210) Enforced Delay.

The term “Enforced Delay” shall mean any delay described in Section 1003 caused without fault and beyond the reasonable control of a party, which delay shall justify an extension of time to perform as provided in Section 1003.

K. (§211) Escrow.

The term “Escrow” shall mean the escrow established pursuant to this Agreement for the conveyance of the Site from City to Developer.

L. (§212) Entitlements.

The term “Entitlements” shall mean any and all final, non-appealable approvals, authorizations and entitlements relating to land use from governmental authorities with jurisdiction that Developer deems necessary or appropriate in order to develop and improve the Site with the Project, including those necessary to engage in the retail sale at the Site of beer, wine and liquor for on or off-premises consumption.

M. (§213) Escrow Agent.

The term “Escrow Agent” shall mean First American Title Insurance Company National Commercial Services, at the address of 777 S. Figueroa St, Suite 400, Los Angeles, CA 90017, with the escrow officer being Maria Martinez who may be contacted at phone (213) 271-1780.

N. (§214) Grant Deed.

The term “Grant Deed” shall refer to that certain Grant Deed, which shall be substantially in the form attached hereto as Exhibit C, to effect the conveyance of the Site from City to Developer.

O. (§215) Permits.

The term “Permits” shall mean any and all permissions, permits, licenses and other indicia of governmental approvals from governmental authorities, including permits relating to alcoholic beverages.

P. (§216) Project.

The term “Project” shall mean all of the improvements to be constructed by Developer on the Site pursuant to this Agreement, including, but not limited to, construction of the building,

glass and concrete work, landscaping, construction of parking areas, and related improvements. The Project is more particularly described in the Scope of Development, attached hereto as **Exhibit B**, which Project is subject to the Project Development Concept:

1. ***“Project Development Concept”***: If Developer acquires the Site, then the Project shall be as described and depicted in the site plans at **Exhibit B** hereto and consisting of up to approximately 3,500 square feet of retail/restaurant space subject to the Reciprocal Easement Agreements Recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846, such other covenants, conditions and restrictions and other encumbrances and title exceptions approved by Developer under Section 405 below;

Q. (§217) Release of Construction Covenants.

The term “Release of Construction Covenants” shall mean that document prepared in accordance with Section 714 of this Agreement, which shall evidence that the construction and development of the improvements required by this Agreement has been satisfactorily completed.

R. (§218) Schedule of Performance.

The term “Schedule of Performance” shall mean that certain Schedule of Performance attached hereto as Exhibit D.

S. (§219) Intentionally Omitted.

T. (§223) Title.

The term “Title” shall mean the fee simple interest to the Site conveyed to Developer.

U. (§220) Title Company.

The term “Title Company” shall mean First American Title Insurance Company National Commercial Services, with the title officer being Liz Thymius may be contacted at (213)271-1744.

(§ 300) PARTIES TO THE AGREEMENT.

A. (§301) City.

City is a California municipal corporation. The office of City is located at 8650 California Avenue, South Gate, California 90280. City hereby represents the following to Developer for the purpose of inducing Developer to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the date of the Closing with respect to the conveyance of Title to Developer:

1. The City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the City is a party, to consummate the transactions contemplated hereby, to

take any steps or actions contemplated hereby, and to perform its obligations hereunder.

2. All requisite action has been taken by the City and all requisite consents have been obtained in connection with City entering into this Agreement and the instruments and documents referenced herein to which the City is a party, and to the best knowledge of City, comply with all applicable laws, statutes, ordinances, rules and governmental regulations.
3. Reasonable and good faith inquiry has determined that there is no pending or threatened litigation which would prevent the City Parcel from being conveyed in the condition of title required hereunder, or which would prevent the City from performing its duties and obligations hereunder.

B. (§302) Developer.

1. **Identification.**

Developer is ASÍ Real Estate Investments, an Arizona limited liability company, or its duly-approved assignee in conjunction with Arturo Sneider from Primestor Development, who will guarantee the required Construction Covenants. The principal office of Developer for the purposes of this Agreement is located at 201 South Figueroa Street, Suite 300, Los Angeles, California 90012. Developer hereby warrants and represents to City for the purpose of inducing City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the date of the Closing, that Developer (i) is duly qualified to do business in good standing under the laws of the State of California, (ii) has taken all requisite action and obtained all requisite consents in connection with Developer entering into this Agreement, and (iii) has all requisite power and authority to carry out Developer's business as now and whenever conducted and to enter into and perform Developer's obligations under this Agreement.

Except as may be expressly provided herein, all of the terms, covenants and conditions of this Agreement shall be binding on, and shall inure to the benefit of Developer, and the permitted successors, assigns and nominees of Developer. Wherever the term "Developer" is used herein, such term shall include any of its permitted successors and assigns, as herein provided.

2. **Qualifications.**

Subject to the provisions of Section 303, the qualifications and identity of Developer are of particular concern to City, and it is because of such qualifications and identity that City has entered into this Agreement with Developer. City has considered the Site location and characteristics, the public costs of transferring the City Parcels for development of the Site and return on investment, and the kinds of uses necessary to produce a successful commercial project of the type desired by City. Based upon these considerations, City has imposed those restrictions on transfer set forth in this Agreement.

C. (§ 303) Restrictions on Transfer.

1. Transfer Defined.

As used in this section, the term "transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement or the Site. A transfer shall also include the transfer to any person or group of persons acting in concert of more than forty-nine percent (49%) of the present ownership and/or control of Developer in the aggregate taking all transfers into account on a cumulative basis. In the event Developer or its successor is a corporation, limited liability company, or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of Developer, or of membership interests or of beneficial interests of such trust, as applicable; in the event that Developer is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the limited or general partnership interest; in the event that Developer is a joint venture, such transfer shall refer to the transfer of more than forty-nine percent (49%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

This prohibition shall not be deemed to prevent the granting of temporary or permanent easements or Permits to facilitate the development of the Site. In the event of a transfer as a result of or in connection with the judicial or non-judicial foreclosure, consensual sale (such as a deed in lieu of foreclosure) or transfer arising from or relating to a holder of a mortgage loan or deed of trust exercising its remedies under such lien (provided that the same was permitted under this Agreement), City shall not have any right to approve or disapprove any transfer, sale or conveyance to any other party or parties acquiring the Site from such holder of a mortgage loan or deed of trust; provided, however that any party or parties acquiring the Site from such holder of a mortgage loan or deed of trust shall assume the rights and obligations and be bound under the terms, conditions and covenants of this Agreement as though they were parties hereto by written agreement in form and substance reasonably satisfactory to City with respect to the Site or any portion thereof in which the holder has an interest.

2. Restrictions Prior to Completion.

Prior to issuance of the Release of Construction Covenants and thereafter during the term of the Covenant Agreement, Developer shall not transfer this Agreement or any of Developer's rights hereunder, or any interest in the Site, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, which approval will not be unreasonably withheld, conditioned or delayed, and if so purported to be transferred, the same shall be null and void; provided, however, that City agrees to grant its approval to a special purpose entity owned and/or controlled by Developer (or its principals) provided a financially viable party agrees to guarantee completion of the Project. In considering whether City will grant approval to any assignment by Developer of its interest in the Site before the issuance of the Release of Construction Covenants, which assignment requires City approval, City shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; (iii) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects; and (iv) how the proposed assignee will have the ability to finance, own, operate and

maintain a high quality manufacturing and retail facility in the City, similar to the Project in terms of reputation and amount of anticipated sales to be generated from the City Parcel.

No attempted assignment or transfer of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form approved by City assuming such obligations. Upon execution and approval of an assumption agreement as provided for herein, the assignor/transferor shall be released and have no further obligations or liability under this Agreement with respect to the interest which is transferred, except to the extent assignor/transferor is in default under the terms of this Agreement prior to said transfer.

3. Exceptions.

Notwithstanding any other provision set forth in this Agreement to the contrary, the restrictions on transfer set forth in this Section 303 shall not apply and City approval of a transfer shall not be required in connection with any of the following:

- (a) Developer shall be permitted to finance or refinance Developer's direct and indirect costs to acquire the Site and develop the Project thereon utilizing a deed of trust or other form of conveyance, provided that Developer shall notify City in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.
- (b) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, and/or the granting of easements or Permits to facilitate the development of the Site.
- (c) A sale or transfer of fifty percent (50%) or more of ownership or control interest between members of the same family; or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of members of the trustor's family; or transfers to a corporation or partnership or other legal entity in which the members of the transferor's family have a controlling majority interest of fifty-one percent (51%) or more.
- (d) A conveyance of the Site to any entity which is wholly owned or controlled by Developer, or any entity owned and controlled by any one of its respective members, partners, managers general partners or principals (each a "Developer Affiliate").
- (e) Any transfer as a result of or in connection with the judicial or non-judicial foreclosure, consensual sale (such as a deed in lieu of foreclosure) or transfer arising from or relating to a holder of a mortgage loan or deed of trust exercising its remedies under such lien (provided that the same was permitted under this Agreement), and in the event that such holder of a mortgage loan or deed of trust (or its affiliate) acquires title to the Site, City shall not have any right to approve or disapprove any transfer, sale or conveyance to any other party or parties acquiring the Site from such

holder of a mortgage loan or deed of trust; provided, however that any party or parties acquiring the Site from such holder of a mortgage loan or deed of trust shall assume the rights and obligations and be bound under the terms, conditions and covenants of this Agreement as though they were parties hereto by written agreement in form and substance reasonably satisfactory to City with respect to the Site or any portion thereof in which the holder has an interest

(§ 400) ACQUISITION AND DISPOSITION OF THE CITY PARCELS.

A. (§ 401) Acquisition of City Parcels.

In accordance with and subject to all the terms, covenants and conditions of this Agreement, City agrees to convey the Site to Developer subject to the terms of the Grant Deed, and Developer agrees to accept the Site pursuant to the terms herein and develop the Project.

B. (§ 402) Opening of Escrow & Investigation Contingencies.

Escrow shall be opened within the time period specified in the Schedule of Performance, with the following conditions precedent to the opening of Escrow:

1. Developer shall have elected a Project Development Concept, approved by City, as described in Section 702(3); and
2. Opening of Escrow shall not occur later than the date provided in the Schedule of Performance, and if for any reason Escrow has not opened by that date, then either City or Developer shall have the right to terminate then either City or Developer shall have the right to terminate this Agreement upon giving not less than five (5) days written notice of termination to the other whereupon this Agreement shall expire and terminate as though Escrow terminated pursuant to Section 406.

This Agreement shall constitute the joint escrow instructions of City and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. Escrow Agent is empowered to act under these instructions. City and Developer shall promptly prepare, execute, and deliver to the Escrow Agent such additional escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional escrow instructions shall modify this document without specific written approval of the modification(s) by both Developer and City.

C. (§ 403) Conditions to Close of Escrow.

1. City's Conditions to Closing.

City's obligation to convey the Site and to close Escrow hereunder shall be mandatory and irrevocable once all of the following conditions have occurred within the time provided in the Schedule of Performance:

- (a) Developer shall have received all required Entitlements for the Project, including those described in Section 702, and shall have received, or be in a position to pull upon payment of the normal City fees (in the case of its building permit), all required Permits for the Project.
- (b) Developer shall have deposited into Escrow the full Purchase Price for all City Parcel.
- (c) Developer shall have deposited into Escrow its share of the Escrow costs, title and transfer fees as determined by the Escrow Agent.
- (d) Developer shall not have made a transfer in violation of Section 303.
- (e) Developer shall have fully executed the Covenant Agreement and shall be prepared to have same recorded against the Site.
- (f) Developer shall have approved (or waived) in accordance with Section 501 the physical and environmental condition of the Site, to ensure that the Site shall be in substantially the same condition at Closing as at the time Developer approved (or waived) such condition, and shall be free of any material adverse change in condition.
- (g) As of the Closing, Developer shall not be in default hereunder in any of its obligations to City, nor shall there be any event or occurrence which with the passage of time or giving of notice or both would constitute such a default by Developer under this Agreement.

Should City fail to convey title to the Site once each of foregoing conditions set forth in paragraphs (a) through (g), inclusive, have been satisfied, Developer may seek specific performance of this obligation. Any waiver of the foregoing conditions must be express and in writing. In the event that City is not in default and either Developer fails to satisfy City's foregoing conditions or Developer defaults in the performance of its obligations hereunder, City may terminate the Escrow without any liability to either party.

2. Developer's Conditions to Closing on Site.

Developer's obligation to accept title to the Site and to Close Escrow hereunder shall, be mandatory and irrevocable once each and all of the following conditions have occurred within the time provided in the Schedule of Performance:

- (a) City shall have deposited into Escrow the Grant Deed.
- (b) Title shall be conveyed subject only to those exceptions to title approved in writing by Developer pursuant to Section 405. The Title Company shall be prepared and committed to issue the Title Policy described in Section 405.

- (c) City shall have deposited into Escrow its share of the Escrow costs, title and transfer fees as determined by the Escrow Agent. At the scheduled date for the Closing, City shall not be in default hereunder, nor shall there be any event or occurrence which with the passage of time or giving of notice or both would constitute such a default by City. City shall indemnify Developer from any disputes or collections arising from any default in payment or reimbursement of the Common Area Maintenance charges as pursuant to Reciprocal Easement Agreement recorded as Document Nos. 86-1044845.
- (d) Developer shall have received all required Entitlements for the Project, including those described in Section 702, and shall have received, or be in a position to pull upon payment of the normal City fees (in the case of its building permit), all required Permits for the Project.
- (e) City shall have deposited into Escrow a certificate ("FIRPTA Certificate") in such form as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code.
- (f) City shall have fully executed the Covenant Agreement and shall be prepared to have same recorded against the Site
- (g) Developer shall have approved (or waived) the physical and environmental condition of the Site, to ensure that the Site shall be in substantially the same condition at Closing as at the time Developer approved (or waived) such condition and shall be free of any material adverse change in condition.

Any waiver of the foregoing conditions must be express and in writing. In the event that Developer is not in default and either Developer fails to satisfy Developer's foregoing conditions or City defaults in the performance of its obligations hereunder, Developer may terminate the Escrow pursuant to Section 406 without any liability to either party.

D. (§ 404) Conveyance of the Site.

1. Time for Conveyance of Site.

Escrow shall Close after satisfaction (or waiver by the benefited party) of all conditions to the Close of Escrow, but not later than the date specified in the Schedule of Performance, unless extended by the mutual agreement of the parties or any Enforced Delay. Possession of the Site shall be delivered to Developer concurrently with the conveyance of Title to the Site.

2. Escrow Agent to Advise of Costs.

On or before the date set in the Schedule of Performance, the Escrow Agent shall advise City and Developer in writing of the fees, charges, and costs necessary to clear title and Close Escrow, and of any documents which have not been provided by said party and which must be deposited in Escrow to permit timely Closing.

3. Deposits by City and Developer Prior to Closing.

On or before the business day prior to the date set for Closing in the Schedule of Performance, City shall execute and deliver to the Escrow Agent a certificate ("Taxpayer ID Certificate") in such form as may be required by the IRS pursuant to Section 6045 of the Internal Revenue Code, or the regulations issued pursuant thereto, certifying as to the description of the City Parcel, date of closing, gross price, if any, and taxpayer identification number for Developer and City. Prior to Closing, Developer and City shall cause to be delivered to the Escrow Agent such other items, instruments, and documents, and the parties shall take such further actions, as may be necessary or desirable in order to complete the Closing.

4. Recordation and Disbursement of Funds.

Upon the completion by City and Developer of the deliveries and actions specified in these escrow instructions that are necessary for the Closing, the Escrow Agent shall be authorized to buy, affix and cancel any documentary stamps and pay any transfer tax and recording fees, if required by law, and thereafter cause to be recorded in the appropriate records of Los Angeles County, California, the Grant Deed, and any other appropriate instruments delivered through this Escrow, if necessary or proper to, and provided that the Title can, vest in Developer in accordance with the terms and provisions herein. Promptly after Closing, the Escrow Agent shall cause the Title Company to deliver the Title Policy to Developer insuring title and conforming to the requirements of Section 405, and the Escrow Agent shall cause the Title Company to deliver copies of all recorded instruments to Developer and City. In addition, after deducting any sums specified in this Agreement, the Escrow Agent shall disburse funds to the party entitled thereto.

E. (§ 405) Title Matters.

1. Condition of Title.

At the Closing, City shall convey to Developer Title to the Site, subject only to: (i) the South Gate Development Plan (if still shown as an encumbrance on title), this Agreement, and the Grant Deed; (ii) current taxes, a lien not yet payable; (iii) Reciprocal Easement Agreements Recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846; and (iv) such other covenants, conditions and restrictions and other encumbrances and title exceptions approved by Developer under this Section 405. City shall convey title pursuant to the Grant Deed in the form set forth in Exhibit C hereto.

2. Exclusion of Oil, Gas, and Hydrocarbons.

Title shall be conveyed subject to the exclusion therefrom to the extent now or hereafter validly excepted and reserved by the parties named in deeds, leases and other documents of record

of all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred feet (500') below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than five hundred feet (500') below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from the Site but without, however, any right to use either the surface of the Site or any portion thereof within five hundred feet (500') of the surface for any purpose or purposes whatsoever. City hereby warrants to Developer that City shall not exercise its drilling rights as provided in this subsection without express written permission of Developer, which permission shall not be unreasonably withheld, conditioned or refused by Developer.

3. City Not to Encumber Site.

City hereby warrants to Developer that it has not and will not, from the time of Developer's review of the preliminary title report until the Closing, transfer, sell, hypothecate, pledge, or otherwise encumber the Site without express written permission of Developer, which permission shall not be unreasonably withheld, conditioned or refused by Developer.

4. Approval of Title Exceptions.

Prior to the date specified in the Schedule of Performance, Developer shall obtain a preliminary title report, dated no earlier than the date of this Agreement, including copies of all documents referenced therein. Prior to the date specified in the Schedule of Performance, Developer shall deliver to City written notice specifying in detail any exception disapproved and the reason therefor. All monetary liens or encumbrances, whether or not specifically objected to, shall constitute disapproved exceptions. Prior to the date in the Schedule of Performance, City shall deliver written notice to Developer as to whether City will or will not cure the disapproved exceptions. If City elects not to cure the disapproved exceptions, Developer may terminate the Escrow but without any liability of City to Developer, or Developer may withdraw its earlier disapproval. If City so elects to cure the disapproved exceptions, City shall notify Developer of its election within the time specified in the Schedule of Performance and in such event the cure shall be completed on or before the Closing.

5. Title Policy.

At the Closing, the Title Company shall furnish Developer with an ALTA Owner's Policy of Title Insurance (the "Title Policy") covering the Developer's fee interest, wherein the Title Company shall insure that Title to the City Parcel is vested in Developer, with no exception to such Title which has not been approved or waived by Developer in accordance with this Section. The Title Policy shall also include any available additional or extended coverage or endorsements that Developer has reasonably requested. City shall pay only for that portion of the title insurance premium attributable to the premium required for standard coverage for a CLTA policy in the amount of the Purchase Price and for any endorsements necessary to cure any disapproved title exceptions, and Developer shall pay for the premium for said additional or extended coverage, including but not limited to an ALTA policy or special endorsements or survey.

F. (§ 406) Procedure in Event of Failure of Conditions(s) to Closing; Termination.

In the event one or more of the Developer's or City's conditions to Closing per Section 403 above is not timely satisfied or waived by the benefited party, that party shall have the right to terminate the Escrow and this Agreement. In such event, the terminating party may, in writing, demand return of its money, papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating party, which notice shall state the condition that has not been satisfied. No demand shall be recognized by the Escrow Agent until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the non-terminating party, and if no objections are raised in writing to the terminating party and the Escrow Agent by the non-terminating party within the ten (10) day period the Escrow Agent shall comply with the terminating party's request. In the event the non-terminating party timely objects, an additional thirty (30) day opportunity to cure or otherwise satisfy the unperformed conditions shall be provided and only if the unperformed condition remains unsatisfied at the end of said 30-day period shall the termination occur. Upon termination of this Agreement, the Escrow shall terminate, and Escrow Agent shall immediately return all documents, instruments and monies to the party that deposited same (without any additional instructions from City or Developer). Also upon termination, except as otherwise specifically provided herein, each party shall bear its own costs incurred, including one-half of any Escrow cancellation charges, and neither City nor Developer shall have any further rights or obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions herein and obligations herein that specifically provide that they survive termination of this Agreement).

G. (§ 407) Costs of Escrow.

1. Allocation of Costs.

The Escrow Agent is authorized to allocate costs as follows: City shall pay the cost of the Title Policy as provided above while Developer shall pay premiums for any additional insurance, extended coverage or special endorsements. City shall pay the documentary transfer tax as well as all recording fees (if any). Developer and City shall each pay one-half of all Escrow and similar fees, provided that if one party defaults under this Agreement or cancels the escrow through no fault of the other, the defaulting or canceling party shall pay all Escrow fees and charges. Each party shall pay its own attorneys' fees.

2. Prorations and Adjustments.

Ad valorem taxes and assessments on the Site for the current year (if any) shall be prorated by the Escrow Agent as of the date of Closing with City responsible for those levied, assessed or imposed prior to Closing and Developer responsible for those after Closing. If the actual taxes are not known at the date of Closing, the proration shall be based upon the most current tax figures. When the actual taxes for the year of Closing become known, Developer and City shall, within thirty days thereafter, re-prorate the taxes in cash between the parties.

3. Extraordinary Services of Escrow Agent.

It is understood that Escrow fees and charges contemplated by this Agreement incorporate only the ordinary services of the Escrow Agent as listed in these instructions. In the event that the Escrow Agent renders any service not provided for in this Agreement, or that the Escrow Agent is made a party to, or reasonably intervenes in, any litigation pertaining to this escrow or the subject matter thereof, then the Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses occasioned by such default, controversy or litigation.

4. Escrow Agent's Right to Retain Documents.

Escrow Agent shall have the right to retain all documents and/or other things of value at any time held by it hereunder until such compensation, fees, costs and expenses shall be paid.

H. (§ 408) Responsibility of Escrow Agent.

1. Deposit of Funds.

All funds received in Escrow shall be deposited by the Escrow Agent in a special escrow account with any state or national bank doing business in the State of California and may not be combined with other escrow funds of Escrow Agent or transferred to any other general escrow account or accounts.

2. Notices.

All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 1001 of this Agreement for notices, demands and communications between City and Developer.

3. Sufficiency of Documents.

The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Developer's and City's instructions for their use.

4. Exculpation of Escrow Agent.

The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this escrow, or for forgeries or false impersonation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

5. Responsibilities in the Event of Controversies.

If any controversy documented in writing arises between Developer and City or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or

take any action regarding the Site prior to settlement of the controversy by a final decision by an arbitrator, by a court of competent jurisdiction, or by written agreement of the parties to the controversy, as the case may be. The Escrow Agent shall be responsible for timely notifying Developer and City of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely Close Escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

(§ 500) PHYSICAL AND ENVIRONMENTAL CONDITION OF SITE.

A. (§ 501) Developer's Approval of Physical and Environmental Condition of City Parcels; Site Assessment and Remediation.

Prior to, and after, the Effective Date of this Agreement, Developer and its employees, agents and contractors shall have had the right to enter onto the Site to conduct soils, engineering, or other tests and studies, to perform preliminary work and for any other purposes to carry out the terms of this Agreement. Developer agrees to indemnify, defend and hold City harmless from and against any claims, injuries or damages arising out of any such entry, any on-site soils testing or sampling, or any, any on-site soils testing or sampling, or any other activity as provided in Section 706; provided that such indemnity shall not apply to Developer's mere discovery of Hazardous Materials. Any such activity shall be undertaken only after securing any necessary permits from appropriate governmental agencies.

Prior to the Effective Date, City represents and warrants that, to the best of City's knowledge, City has delivered to Developer copies of all documents in City's possession concerning the physical and/or environmental condition of the Site (the "City Parcel Documents"). City represents and warrants that the persons who participated in making this Agreement on City's behalf have no actual knowledge, without any duty of investigation or inquiry, regarding physical defects or violations of Environmental Laws or threatened or pending claims affecting the Site, except as may be set forth in the City Parcel Documents. Developer has reviewed the City Parcel Documents and the Site and has herein approved all Developer conditions in this regard.

B. (§ 502) Disclaimer of Warranties for Site.

Upon the Closing, Developer shall acquire the Site in its "AS-IS" condition and, except as otherwise expressly set forth in this Agreement, shall be responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Site or any other portion of the Site, and City makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and City specifically disclaims all representations or warranties of any nature concerning any portion of the Site made by City and its employees, agents, contractors and representatives. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Site is suited, or drainage. City makes no representation or warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

C. (§ 503) Hazardous Materials.

Developer understands and agrees that in the event Developer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Developer may look to current or prior owners of the Site, but in no event shall Developer look to City for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Developer, and each of the entities constituting Developer, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges City, its directors, officers, shareholders, employees, and agents, and its heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Materials thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that if the Closing occurs any and all responsibilities and obligations of City, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Developer, its successors, assigns or any affiliated entity of Developer, against City, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release. **In connection therewith, Developer and each of the entities constituting Developer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:**

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Developer and each of the entities constituting Developer, shall, from and after the Closing, defend, indemnify and hold harmless City and its officers, directors, employees, agents and representatives (collectively, the “Indemnified Parties”) from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Site after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Site occurring at any time after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys’ fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged

violation of any Environmental Law. Developer further agrees that in the event Developer obtains, from former or present owners of the Site or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Developer shall use its diligent efforts to obtain for City the same releases, indemnities and other comparable provisions.

Notwithstanding anything to the contrary in this Section, Developer's limited release and indemnification of City and the Indemnified Parties from liability pursuant to this Section shall not extend to Hazardous Materials brought onto the Site by City or their respective contractors, agents, or employees after the Close of Escrow. For purposes of this Section 503, the following terms shall have the following meanings:

"Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

"Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

"Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority (other than the City or), the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous

waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any “Superfund” or “Superlien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or underground storage tanks, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Developer’s release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section shall survive the termination of this Agreement and shall continue in perpetuity.

Notwithstanding anything to the contrary in this Section, Developer’s limited release and indemnification of City and the Indemnified Parties from liability pursuant to this Section shall not extend to Hazardous Materials brought onto the Site by City or their respective contractors, agents, or employees after the Close of Escrow.

(§600) Intentionally Deleted

(§ 700) DEVELOPMENT OF THE SITE.

A. (§ 701) Scope of Development.

Subject to the Conditions to Closing and other terms of this Agreement, the Site shall be developed by Developer as provided in the Scope of Development and the plans and Entitlements and Permits approved by City pursuant to Section 702. Notwithstanding any other provision set forth in this Agreement to the contrary, in the event of any conflict between the narrative description of the Project in this Agreement (including the Scope of Development) and the approved plans and Entitlements and Permits, the approved plans, Entitlements and Permits shall govern.

B. (§ 702) Development Plans, Final Building Plans, Environmental Review.

1. Proposed Development's Consistency With Plans and Codes.

City warrants and represents that the City's General Plan and Zoning Ordinance permit the Project, and construction, operation, and use of the Site as provided in this Agreement, including without limitation the Scope of Development, subject only those Entitlements and Permits yet to be obtained, described below in this Section 702; provided that it is expressly understood by the parties hereto that City makes no representations or warranties with respect to approvals required by any governmental entity other than City, nor does City make any representation or warranty that City acting in its regulatory capacity will exercise its discretionary police power authority over the Project as to any development approvals described below in any particular manner. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

2. Entitlements and Permits During Escrow.

City hereby authorizes Developer to commence processing and securing those Entitlements and Permits for the Project before the Closing. To this end, and at no cost to City, City shall reasonably cooperate and assist Developer in obtaining and expediting its Entitlements and Permits including executing such documents as may be reasonably required for Developer to process and secure said Entitlements and Permits.

3. Evolution of Development Plan; Election of Project.

Concurrently with the approval of this Agreement, City has approved the Developer's basic concept drawings, a copy of which are included as part of the Scope of Development at **Exhibit B** herein. Developer's election of a Project is subject to multiple submissions to City staff, and Council review and approval as follows:

- (a) **Submissions.** For the Project Development Concept elected by Developer, Developer shall submit the following materials to City staff within days following the Effective Date:
 - a. ***Updated Proforma.*** A detailed proforma tailored to the Project as contemplated in the Project Development Concept subject to the reasonable, prior written approval of the City Manager.
 - b. ***Updated Site Plan with Architectural Design and Parking Proposals.*** A reasonably detailed Site Plan and development details for the elected Project Development Concept. A plan for ensuring compliance with City parking standards shall be included and such assurances as needed to ensure that parking standards for the proposed uses are adequate (e.g., parking analysis based on range of proposed uses, feasibility of parking structure, etc.). This shall also include a proposal for the architectural design theme to be implemented in the Project.

- c. *Updated Schedule of Performance.* Any final revisions to the proposed Project Schedule of Performance, including any Project Schedule details not currently presented in **Exhibit D** hereto.
- (b) **Materials for Council Approval.** Upon submission of the above items to City Planning, the following materials will be presented to the City Council for review at a regularly-scheduled City Council meeting within 30 days, reasonably subject to then-existing agenda loads and the requirements of the Ralph M. Brown Act, Government Code §§ 54950 *et seq.*:
 - i. *The Updated Site Plan.* City Council approval shall include (a) the proposed architectural design scheme; and (b) Developer's parking proposal.
 - ii. *Updated Schedule of Performance.* Any proposed revisions to the proposed Project Schedule of Performance, including any Project Schedule details not currently presented in **Exhibit D** hereto.

The City Council shall decide whether to approve, disapprove, or approve with further conditions, the Developer's ability to proceed with the Project Development Concept elected.

If the City Council disapproves Developer's election of a Project Development Concept, either Developer or City may terminate this Agreement upon written notice to the other party, with no further rights or obligations between the parties. If the City Council conditionally approves Developer's election of the Project Development Concept, then Developer may accept such conditions and proceed with the Project Development Concept as conditionally approved or terminate this Agreement upon written notice to the City Manager with no further rights or obligations between the parties.

Once Developer is authorized by the City Council to proceed with the Project Development Concept, then by the dates set forth in the Schedule of Performance, Developer shall submit to the City final drawings and specifications for development of the Site in accordance with the elected and approved Project Development Concept, and all in accordance with the City's requirements and normal planning process. The term final drawings shall be deemed to include a site plan, building shell plan, and elevations, grading plan (if applicable), landscaping plan, parking plan, signage, a description of structural, mechanical, and electrical systems, and, excluding all interior finishes and tenant improvement plans, all other plans, drawings and specifications. Final drawings will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development and the various development approvals referenced hereinabove, except as such items may be amended by City (if applicable) and by mutual consent of City and Developer. Plans (concept, final and construction) shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved. Developer shall submit to City plans in sufficient detail to obtain all discretionary land use approvals, including for site plan approval, conditional use permit, and other actions requiring Planning Commission approval.

4. Developer Efforts to Obtain Approvals.

Developer shall exercise commercially reasonable diligence to timely submit all documents and information necessary to obtain all Entitlements and Permits from the City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Project, Developer shall comply with all applicable development standards in City's Municipal Code and shall comply with all building code, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

5. City Assistance.

Subject to Developer's compliance with (i) the applicable City development standards for the Site, and (ii) all applicable laws and regulations governing such matters as public hearings, site plan review and environmental review, City agrees to provide reasonable assistance to Developer in the expeditious processing of Developer's submittals required under this Section in order that Developer can obtain a final City action on such matters within the times set forth in the Schedule of Performance. The failure of Developer to obtain necessary approvals or Entitlements and Permits within such time periods, after and despite Developer's reasonable efforts to submit the documents and information necessary to obtain the same, shall constitute an Enforced Delay under Section 1003.

6. CEQA.

City shall be responsible for obtaining the approval of this Agreement and the Project as required by the California Environmental Quality Act ("CEQA"), California Public Resources Code, Sections 21000-21178, and Title 14 CCR, Section 753, and Chapter 3, Sections 15000-15387, including the application of any CEQA exemptions. Developer agrees to supply information and otherwise assist City, upon City's request, to determine the environmental impact of the proposed development and to allow City to prepare and process such environmental documents, if any, as may need to be completed for the development pursuant to the requirements of CEQA.

7. Disapproval.

City shall approve or disapprove any submittal made by Developer pursuant to this Section as called for in the Schedule of Performance attached. All submittals made by Developer will note the time limits in the Schedule of Performance, and specifically reference this Agreement and the Schedule of Performance. Any disapproval shall state in writing the reason for the disapproval and the changes which City requests be made. Developer shall make the required changes and revisions and resubmit for approval as required in the Schedule of Performance. Thereafter, City shall review the resubmittal in the time line allowed in the Schedule of Performance, but if City disapproves the resubmittal, then the cycle shall repeat, until City's approval has been obtained, all within the time line of the Schedule of Performance.

C. (§ 703) Cost of Construction.

Developer shall be responsible to construct the Project on the Site at its own cost. If Developer elects to proceed with the Project Development Concept, all costs of renovation,

remediation (if any) and construction upon the Site as authorized by Section 702(3)(ii) shall be Developer's sole responsibility and expense. Developer shall defend, indemnify and hold City harmless from and against any all claims, liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any Developer's entry or construction activities upon the Parcel, consistent with Developer's indemnity obligations under Section 706 below.

D. (§ 704) Financial Assistance.

City is not providing any direct or indirect financial assistance to Developer, or to the best of City's knowledge is unaware of any fact or circumstance which would make any part of the Project a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720, such that it would cause Developer to be required to pay prevailing wages for any aspect of the development. Notwithstanding the foregoing, if Developer obtains such subsidies or public funds (with City's support and assistance) which trigger the requirement that Developer comply with prevailing wage requirements, or to the extent that (contrary to the parties' intent) Developer determines Developer is prepared to pay prevailing wages for the Project, Developer shall indemnify and hold City harmless from and against any all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that the Project is subject to payment of prevailing wages. City, at no cost to City, shall reasonably cooperate with Developer regarding any action by Developer hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, City retains the right to settle or abandon the matter without Developer's consent as to City's liabilities or rights only, but should City do so, City shall waive the indemnification herein, except, City's decision to settle or abandon the matter following an adverse judgment or failure to appeal shall not cause a waiver of the indemnification rights herein.

E. (§ 705) Schedule of Performance; Progress Reports.

The parties shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties. The City Manager shall have the authority on behalf of City to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site; extensions over a cumulative total of one hundred eighty (180) days will require City Council approval.

Once construction is commenced, Developer shall diligently pursue to completion the entire Project, as described in Exhibit B, and shall not abandon or substantially suspend any construction for more than sixty (60) consecutive days, except when due to an Enforced Delay. Developer shall keep the City informed of the progress of construction and submit to the City written reports of the progress of the construction when and in the form reasonably requested by the City.

F. (§ 706) Indemnification During Demolition and Construction.

During the periods of construction on the Site and until such time as City has issued a Release of Construction Covenants with respect to the construction of the improvements thereon, Developer agrees to and shall indemnify and hold City and its officers, employees and agents harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Site and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of Developer or its agents, servants, employees, or contractors. Developer shall not be responsible for (and such indemnity shall not apply to) any negligent acts, errors, or omissions of City or its respective agents, servants, employees, or contractors. City shall not be responsible for any acts, errors, or omissions of any person or entity except City and respective agents, servants, employees, or contractors, subject to any and all statutory and other immunities. The provisions of this Section shall survive the termination or expiration of this Agreement.

G. (§ 707) Bodily Injury, Site Damage and Workers' Compensation Insurance.

1. Types of Insurance.

Prior to the entry of Developer on the Site and the commencement of any Project construction by or on behalf of Developer, Developer shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to City, during the entire term of such entry or construction, the following policies of insurance:

- (a) Commercial General Liability Insurance. Developer shall keep or cause to be kept in force for the mutual benefit of, City, and Developer comprehensive broad form commercial general liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
- (b) Builder's Risk Insurance. Developer shall procure and shall maintain in force "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits and at least One Million Dollars (\$1,000,000.00) per occurrence.
- (c) Worker's Compensation. Developer shall also furnish evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law. Employer's liability limits

usually should be One Million Dollars (\$1,000,000) to be equal to general and auto liability limits.

- (d) **Auto and Other Insurance.** Automobile liability coverage in the amounts of One Million Dollars (\$1,000,000) combined single limit (CSL) per accident. Developer may procure and maintain any insurance not required by this Agreement.

2. Insurance Policy Form, Content and Insurer.

All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, the Key Rating Guide or in the Federal Register, and only if they are of a financial category Class IX or better. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of City, or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. City shall be named as additional insureds on all policies of insurance required to be procured by the terms of this Agreement.

3. Failure to Maintain Insurance and Proof of Compliance.

Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

For insurance required above, prior to entry of Developer on the Site and the commencement of any construction by or on behalf of Developer.

For any renewal or replacement of a policy already in existence, at least ten (10) days before expiration or termination of the existing policy.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, such failure or referral shall be a default hereunder, subject to the applicable cure period.

H. (§ 708) City and Other Governmental Agency Permits.

Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Site, which are Developer's responsibility under the Scope of Development, Developer shall at its own expense secure or cause to be secured any and all Permits which may be required by City or any other governmental agency affected by such construction, development or work. Developer shall not be obligated to Close the Escrow or commence construction if any such Permit is not issued despite good faith effort by Developer. If

there is delay beyond the usual time for obtaining any such Permits due to no fault of Developer, the Schedule of Performance shall be extended for a reasonable amount of time to allow Developer to obtain such Permit or Permits. Developer shall pay all applicable City development and building fees as set forth in Section 702 of this Agreement and other legal, normal and customary fees and charges applicable to such Permits and any fees or charges hereafter imposed by City which are standard for and uniformly applied to similar projects in the City, provided that nothing in this Agreement is intended as a waiver by Developer of its right to object to or challenge new or increased City fees imposed after the Effective Date.

I. (§ 709) Rights of Access.

Representatives of City shall have the reasonable right of access to the Site without charges or fees, at any time during normal construction hours during the period of construction, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of the construction work being performed by or on behalf of Developer; provided, however, such representatives shall endeavor to avoid interfering or impeding any construction work then in progress. Such representatives of City shall be those who are so identified in writing by the City Manager. Each such representative of City shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide Developer, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection.

J. (§ 710) Applicable Laws.

Developer shall carry out the construction of the improvements to be constructed by Developer in conformity with all applicable laws, including all applicable federal and state labor laws.

K. (§ 711) Anti-discrimination During Construction.

Developer, for itself and its successors and assigns, agrees that in the construction of the improvements to be constructed by Developer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital/familial status, sexual orientation, ancestry, national origin, age, disability or other handicap.

L. (§ 712) Taxes, Assessments, Encumbrances and Liens.

If applicable, City shall pay, when due, all real estate taxes and assessments assessed or levied prior to conveyance of the Site. Developer shall pay, when due, all real estate taxes and assessments assessed or levied subsequent to conveyance of the Site that relate to periods after the conveyance of the Site, if any. Prior to conveyance of the Site, Developer shall not place or allow to be placed thereon any mortgage, trust deed, encumbrance or lien (except mechanic's liens prior to suit to foreclose the same being filed) prohibited by this Agreement. Developer shall remove or have removed any levy or attachment made on the City Parcels or assure the satisfaction thereof, within a reasonable time, but in any event prior to any foreclosure or execution of any kind upon such levy or attachment. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto.

M. (§ 713) Rights of Holders of Approved Security Interests in City Parcels.

1. Definitions.

As used in this Section, the term any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

2. No Encumbrances Except Mortgages to Finance the Project.

Notwithstanding the restrictions on transfer in Section 303, mortgages required for any reasonable method of financing Developer's acquisition of the City Parcels and development of the Project are permitted before issuance of a Release of Construction Covenants but only for the purpose of securing loans of funds used or to be used for financing Developer's direct and indirect costs for acquisition of the Site, for the construction of improvements thereon, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any of same. Developer (or any entity permitted to acquire title under this Section) shall notify City in advance of any mortgage, if Developer or such entity proposes to enter into the same before issuance of the Release of Construction Covenants. Developer or such entity shall not enter into any such conveyance for financing without the prior written approval of City as provided in this Section 713. Any lender approved by City pursuant to this Section 713 shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent thereto. In any event, Developer shall promptly notify City of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Release of Construction Covenants, whether by voluntary act of Developer or otherwise.

3. Developer's Breach Shall Not Defeat Mortgage Lien.

Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the City Parcels, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the City Parcels whose interest is acquired by foreclosure, trustee's sale or otherwise.

4. Holder Not Obligated to Construct or Complete Improvements.

The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

5. Notice of Default to Mortgagee, Deed of Trust or Other Security Interest Holders.

Whenever City shall deliver any notice or demand to Developer with respect to any breach or default by Developer hereunder, City shall endeavor at the same time to deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

6. Right to Cure.

Each holder shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

- (a) Obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and
- (b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Developer under this Section.

No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement in form and substance reasonably satisfactory to City with respect to the Site or any portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates. Any holder properly completing such improvements shall be entitled, upon written request made to City, to a Release of Construction Covenants.

7. City's Rights upon Failure of Holder to Complete Improvements.

In any case where one hundred eighty (180) days after default by Developer in completion of construction of improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section or if it has exercised such option and has not proceeded diligently with construction, City may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said additional ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);
- (b) All expenses, incurred by the holder with respect to foreclosure, if any
- (c) The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the City Parcels, such as insurance premiums or real estate taxes, if any;
- (d) The costs of any improvements made by such holder, if any; and
- (e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by City.

In the event that the holder does not exercise its option to construct afforded in this Section, and City elects not to purchase the mortgage of holder, upon written request by the holder to City, City agrees to use reasonable efforts to assist the holder selling the holder's interest to a qualified and responsible party or parties (as reasonably determined by City), who shall assume the obligations of making or completing the improvements required to be constructed by Developer, or such other improvements in their stead by written agreement in form and substance reasonably satisfactory to City. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs (a) through (e) hereinabove, and any balance remaining thereafter shall be applied as follows:

- a) First, to reimburse City, on its own behalf and on behalf of City, for all costs and expenses actually and reasonably incurred by City with respect to such sale, including but not limited to payroll expenses, management expenses, legal expenses, and others.
- b) Second, to reimburse City, on its own behalf and on behalf of City, for all payments made by City to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due, to obligations, defaults, or acts of Developer, its successors or transferees.
- c) Third, any balance remaining thereafter shall be paid to Developer.

8. Right of City to Cure Mortgage, Deed of Trust or Other Security Interest Default.

In the event of a default or breach by Developer (or entity permitted to acquire title under this Section) of a mortgage prior to the issuance by City of a Release of Construction Covenants for the City Parcels or portions thereof covered by said mortgage, and the holder of any such

mortgage has not timely exercised its option to complete the development, City may cure the default prior to completion of any foreclosure. In such event, City shall be entitled to reimbursement from Developer or other entity of all costs and expenses incurred by City in curing the default, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the City Parcels to the extent of such costs and disbursements. Any such lien shall be subject to:

- (a) Any mortgage for financing permitted by this Agreement; and
- (b) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

provided that nothing herein shall be deemed to impose upon City any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

9. Right of the City to Satisfy Other Liens on the Site After Conveyance of Title.

After the conveyance of title and prior to the recordation of a Release of Construction Covenants for construction and development, and after Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the City Parcels or any portion thereof to forfeiture or sale.

10. Minor Amendments

The City Manager shall be authorized to approve and execute minor non-substantive amendments to this Agreement as may be requested by Developer's lender in relation to the protection of such lender's security interest in the Site without formal approval of the City Council.

N. (§ 714) Release of Construction Covenants.

Upon the completion of all construction required to be completed by Developer on the Site and in no event later than the date on which City allows occupancy of the completed building on the Site to occur, City shall furnish Developer with a Release of Construction Covenants within thirty (30) days following receipt of written request therefor by Developer. The Release of Construction Covenants shall be executed and notarized so as to permit it to be recorded in the Office of the Recorder of Los Angeles County.

A Release of Construction Covenants shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect to development of the Project. A partial Release of Construction Covenants applicable to less than the entire Project and Site shall not be permitted. After issuance of a Release

of Construction Covenants, City shall not have any rights or remedies under this Agreement, except as otherwise set forth in the Grant Deed and Covenant Agreement.

City shall not unreasonably withhold the Release of Construction Covenants. If City refuses or fails to furnish a Release of Construction Covenants within thirty (30) days after written request from Developer, City shall provide a written statement of the reasons City refused or failed to furnish a Release of Construction Covenants. The statement shall also contain City's opinion of the action Developer must take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, City will issue its Release of Construction Covenants upon the posting of a bond in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed or other assurance reasonably satisfactory to City.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Release of Construction Covenants is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Developer's right to obtain a certificate of occupancy from City before the Release of Construction Covenants is issued.

O. (§ 715) Estoppels.

At the request of Developer or any holder of a mortgage or deed of trust, City shall, from time to time and upon the request of such holder, timely execute and deliver to Developer or such holder a written statement of City that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Developer under this Agreement, if such be the fact, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which Developer or such holder may inquire. The form of any estoppel letter shall be prepared by the holder or Developer and shall be at no cost to City and subject to the approval of City.

(§ 800) USES OF THE SITE.

A. (§ 801) Uses of the Site.

Developer covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, that Developer and such successors and such assigns shall devote the Site to commercial/retail/restaurant uses or any other plans as may be approved by the City. It is acknowledged and understood that the Site is situated in one of the City's main corridors and it is Developer's full intent to obtain a quality national, regional, or local commercial tenant known by reputation, operational experience, and sufficient financial resources subject to the City's approval to not be reasonably withheld. Such Tenants may include:

- Raising Cane's Chicken Fingers
- The Coffee Bean & Tea Leaf
- Moe's Southwest Grill
- Farmer Boys

- Dunkin Donuts
- Jimmy Johns
- Noah's Bagels
- Dog Haus

B. (§802) Intentionally Deleted (§ 803) Obligation to Refrain from Discrimination.

There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital/familial status, sexual orientation, national origin, ancestry, age or disability or other handicap in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the City Parcels, or any portion thereof, nor shall Developer, or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the City Parcels or any portion thereof. The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

C. (§ 804) Form of Nondiscrimination and Non-segregation Clauses.

Developer shall refrain from restricting the rental, sale, or lease of any portion of the City Parcels on the basis of race, color, creed, religion, sex, marital status, sexual orientation, ancestry, national origin, age or disability or other handicap of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. Deeds.

In Deeds the following language shall appear: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age or disability or other handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. Leases.

In Leases the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital/familial status, sexual orientation, national origin, ancestry, age or disability or other handicap in the leasing, subleasing, transferring,

use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee, or any person claiming under or through him or her, establish or permit any such practice or practices, of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

3. Contracts.

Any contracts which Developer or, Developer’s heirs, executors, administrators, or assigns propose to enter into for the sale, transfer, or leasing of the City Parcels shall contain a nondiscrimination and non-segregation clause substantially as set forth in Section 803 and in this Section. Such clause shall bind the contracting party and subcontracting party or transferee under the instrument.

D. (§ 805) Maintenance of Improvements.

As further provided in the Covenant or Grant Deed, Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the City Parcels or any part thereof, that, after City’s issuance of its Release of Construction Covenants Developer shall be responsible for maintenance of all improvements that may exist on the Site from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in first-class condition and repair, and shall keep the Site free from any accumulation of debris or waste materials. Developer shall also maintain all landscaping required pursuant to Developer’s approved landscaping plan in a healthy condition, including replacement of any dead or diseased plants. The foregoing maintenance obligations shall run with the land and thereby become the obligations of any transferee of the Site or any portion thereof. Developer’s further obligations to maintain the Site, and City’s remedies in the event of Developer’s default in performing such obligations, are set forth in the Covenant Agreement or Deed.

E. (§ 806) Effect of Covenants.

City is deemed a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of City shall run without regard to whether City has been, remains or is an owner of any land or interest therein in the Site. City shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. With the exception of City (and except as may be provided in the Reciprocal Easement Agreements recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846, and such other covenants, conditions and restrictions and other encumbrances and title exceptions approved by Developer under Section 405 above),, no other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the CC&Rs or Grant Deed.

(§ 900) DEFAULTS, REMEDIES AND TERMINATION.

A. (§ 901) Defaults, Right to Cure and Waivers.

Subject to any Enforced Delay, failure or delay by either party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion; provided that if the default is an immediate danger to the health, safety and general welfare, then the injured party may specify a shorter period and require immediate action, as may be reasonable under the circumstances.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice, except if a shorter time applies as specified above in this Section 901. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

1. No Waiver.

Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. (§ 902) Legal Actions.

2. Institution of Legal Actions.

In addition to any other rights or remedies, and subject to the requirements of Section 901, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county.

3. Applicable Law and Forum.

The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflict of law principles.

4. Acceptance of Service of Process.

In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Manager or City Clerk, or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made in such manner as may be provided by law and shall be valid whether made within or without the State of California.

C. (§ 903) Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

D. (§ 904) Specific Performance.

In addition to any other remedies permitted by this Agreement, if subsequent to the Closing either party defaults hereunder by failing to perform any of its obligations herein, (subject to any applicable notice and cure period), the other party shall be entitled to seek the judicial remedy of specific performance. In this regard, Developer specifically acknowledges that City is entering into this Agreement for the purpose of assisting in the redevelopment of the Site and not for the purpose of enabling Developer to speculate with land. Notwithstanding any other provision set forth in this Agreement to the contrary, in no event shall City have a right prior to the Closing to seek specific performance or other equitable relief to compel Developer to Close the Escrow or proceed with development of the Project.

E. (§ 905) Right of Reverter.

Subject to Developer's right to an extension of time to perform in the event of an Enforced Delay, City shall have the right, at its option, to reenter and take possession of the City Parcels with all improvements thereon and to terminate and, for the Purchase Price (as reduced by any mortgage, deed of trust, or other security interests permitted by this Agreement; and any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests), re-vest in City the estate conveyed to Developer, if after Closing and prior to the recordation of the Release of Construction Covenants, Developer (or his successors in interest) shall commit a material default by:

1. Failing to commence construction of the Project as required by this Agreement for a period of ninety (90) days after written notice to proceed from City; or
2. Abandoning or substantially suspending construction of the Project for a period of more than thirty (30) consecutive days after written notice of such abandonment or suspension from City; or
3. Assigning this Agreement, or any rights herein, or transferring, or suffering any involuntary transfer of, the Site this Agreement, or any part thereof, in violation

of this Agreement, if such violation shall not be cured within thirty (30) days after the date of receipt of written notice thereof by City to Developer.

The foregoing right to re-enter, repossess, terminate, and revest shall be subordinate to and subject to and be limited by, and shall not defeat, render invalid, or limit:

- Any mortgage, deed of trust, or other security interests permitted by this Agreement.
- Any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests.

Upon the revesting in City of possession to the Site, or any part thereof, as provided in this Section 905, City shall, pursuant to its responsibilities under state law, use its best efforts to reconvey the Site, or any part thereof, as soon and in such manner as City shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as reasonably determined by City), who will assume the obligation of making or completing the Project, or such other improvements in their stead, by written agreement in form and substance satisfactory to City and in accordance with the uses specified for the Site or any part thereof. The rights established in this Section are to be interpreted in light of the fact that City will sell the Site to Developer for development and not for speculation in undeveloped land.

F. (§ 906) Attorneys' Fees.

If either party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the parties' agreement to, or performance of this Agreement, or is made a party to any action or proceeding by the Escrow Agent or other third party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees from the other. As used herein, the "prevailing party" shall be the party determined as such by a court of law pursuant to the definition in Code of Civil Procedure Section 1032(a)(4), as it may be subsequently amended. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

G. (§907) Participation in Litigation; Indemnity.

Developer agrees to indemnify City and its elected boards, commissions, officers, agents and employees (collectively, including City, the "Indemnified Parties") and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, judgments, settlements, obligations and expenses (including but not limited to attorneys' fees and costs) concerning any Claims or Litigation (defined below). The term "Claims or Litigation" shall mean any challenge by adjacent owners or any other third parties: (i) to the legality, validity or adequacy of the General Plan, development approvals, this Agreement, or other actions of Indemnified Parties pertaining to the Project, (ii) seeking damages against Indemnified

Parties as a consequence of the foregoing actions or for the taking or diminution in value of their property, or in any other manner, or (iii) for any tort claim or action against the Indemnified Parties arising in connection with Developer's construction of the Project; excepting that "Claims or Litigation" subject to the indemnity and defense obligations in this Section shall not include those arising out of or relating to the sole negligence, gross negligence, willful misconduct, or violation of law by any of the Indemnified Parties, including violations of the Ralph M. Brown Act. Each Indemnified Party seeking defense or indemnity from Developer concerning Claims or Litigation shall provide Developer with prompt notice of the pendency of any action for which it believes it is entitled to indemnity under this Section and request that Developer defend it regarding such action (but any delay or failure to notify Developer will only reduce Developer's obligations to defend or indemnify an Indemnified Party to the extent of any actual prejudice suffered by Developer due to the delay or failure). Developer may utilize City's legal counsel or use legal counsel of its choosing in such action, but shall reimburse City for any necessary legal cost incurred by either or both of them to the extent those costs relate to Claims or Litigation. If Developer refuses or fails to defend an Indemnified Party concerning any Claims or Litigation, the Indemnified Party may defend the action and Developer shall pay the cost thereof to the extent those costs concern Claims or Litigation, but if an Indemnified Party chooses not to defend the action, it shall have no liability to Developer. If Developer elects to defend an Indemnified Party, which Indemnified Party, at no cost to the Indemnified Party, shall reasonably cooperate with Developer concerning the defense. Developer's obligation to pay the defense costs concerning Claims or Litigation shall extend until judgment. In the event of an appeal or a settlement offer, the parties will confer in good faith as to how to proceed. Notwithstanding Developer's indemnity for Claims and Litigation, City retains the right to settle any particular claims or causes of action brought against either of them in their sole and absolute discretion as the approving governmental entities and Developer shall remain liable except as follows: (i) the settlement would reduce the scope of the Project by 10% or more, and (ii) Developer opposes the settlement. In such case City may still settle the litigation, but shall then be responsible for their own litigation expenses and shall bear no other liability to Developer.

All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than City's Default.

(§ 1000) GENERAL PROVISIONS.

A. (§ 1001) Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by an "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to Developer: ASÍ Real Estate Investments, LLC
201 S. Figueroa, Suite 300,
Los Angeles, California 90012
Attn: Alexis Suarez

A copy to: Law Offices of Robert P. Friedman
827 Moraga Drive
Bel Air, California 90049
Attn: Robert P. Friedman, Esq.

If to City: City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Joe Perez, Director of Community Development

Copies to: City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Carmen Avalos, City Clerk

and

City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Raul F. Salinas, City Attorney

B. (§ 1002) Nonliability of City Officials and Employees; Conflicts of Interest; Commissions.

1. Personal Liability.

No member, official, employee, agent or contractor of City shall be personally liable to Developer in the event of any default or breach by City or for any amount which may become due to Developer or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 1002 is intended to limit City's liability. No member, official, employee, agent or contractor of Developer shall be personally liable to City in the event of any default or breach by Developer or for any amount which may become due to City or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 1002 is intended to limit Developer's liability.

2. Financial Interest.

No member, official, employee or agent of City shall have any financial interest, direct or indirect, in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

3. Commissions.

City has not retained any broker or finder or paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. City shall not be liable for any real estate commissions, brokerage fees or finders' fees which may arise from this Agreement, and Developer agrees to hold City harmless from any claim by any broker, agent, or finder retained by Developer. City agrees to hold Developer harmless from any claim by any broker, agent, or finder retained by City.

C. (§ 1003) Enforced Delay: Extension of Times of Performance.

Time is of the essence in the performance of this Agreement.

Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; governmental restrictions; unusually severe weather; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of a public or governmental agency or entity); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the enforced delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

Developer's failure to obtain financing for the Project shall not be considered as events or causes beyond the control of Developer and shall not entitle Developer to an extension of time to perform. City's financial condition shall similarly not be considered as events or causes beyond the control of City and shall not entitle City to an extension of time to perform.

Times of performance under this Agreement may also be extended by mutual written agreement by City and Developer. The City Manager shall have the authority on behalf of City to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

D. (§ 1004) Books and Records.

1. Developer to Keep Records.

Developer shall prepare and maintain all books, records and reports necessary to substantiate Developer's compliance with the terms of this Agreement or reasonably required by the City.

2. Right to Inspect.

Prior to the Release of Construction Covenants, either party shall have the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of the other party pertaining to the Site as pertinent to the purposes of this Agreement.

3. Ownership of Documents.

Copies of all drawings, specifications, reports, records, documents and other materials prepared by Developer, its employees, agents and subcontractors, in the performance of this Agreement, which documents are in the possession of Developer and are not confidential or attorney client or attorney work product privileged documents shall be delivered to City upon request in the event of a termination of this Agreement if such termination occurs due to a cause that is not a default by City, and in such event Developer shall have no claim for additional compensation as a result of the exercise by City of its rights hereunder. Insofar as Developer is concerned, City shall have an unrestricted right to use such documents and materials as if it were in all respects the owner of the same, subject to the ownership or proprietary rights of third parties (as to which Developer makes no warranty, representation, or assurance). Developer makes no warranty or representation regarding the accuracy or sufficiency of such documents for any future use by City, and Developer shall have no liability therefor. Notwithstanding the foregoing, the City shall not have any right to sell, license, convey or transfer the documents and materials to any third party, or to use the documents and materials for any other site.

E. (§ 1005) Assurances to Act in Good Faith; Approvals Not to Be Unreasonably Withheld.

City and Developer agree to execute all documents and instruments and to take all action, including deposit of funds in addition to such funds as may be specifically provided for herein, and as may be required in order to consummate conveyance and development of the Site as herein contemplated, and shall use their best efforts to accomplish the closing and subsequent development of the Site in accordance with the provisions hereof. City and Developer shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval. In the event the approval of a party is required hereunder, such approval shall not be unreasonably withheld, delayed, or conditioned except as may be otherwise expressly set forth herein.

F. (§ 1006) Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of

this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all Exhibits attached hereto, which are by this reference incorporated in this Agreement in their entirety.

G. (§ 1007) Entire Agreement, Waivers and Amendments.

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof, including without limitation the Exclusive Negotiating Agreement between City and Developer, mutually executed May 17, 2018, as amended and extended. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of City or Developer, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of City and Developer.

H. (§ 1008) Severability.

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

I. (§ 1010) Time for Acceptance of Agreement by City.

This Agreement, when executed by Developer and delivered to City, must be authorized, executed and delivered by City, not later than the time set forth in the Schedule of Performance or this instrument shall be void, except to the extent that Developer shall consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement.

J. (§ 1011) Execution.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

K. (§ 1012) Miscellaneous Representations and Warranties.

1. City represents and warrants that: (i) it is a California general law city duly organized and existing under the laws of the State of California; (ii) by proper action of City Council, City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by City does not violate any provision of any other agreement to which City is a party.

2. Developer represents and warrants that: (i) it is limited liability company duly organized and existing under the laws of the State of California; (ii) by proper action of Developer, Developer has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized managers; and (iii) the entering into this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date of execution by the City.

CITY:
CITY OF SOUTH GATE

Jorge Morales, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:
DRAFT

Raul F. Salinas, City Attorney

DEVELOPER:
ASÍ REAL ESTATE INVESTMENTS,
an Arizona limited liability company

Alexis Suarez, Manager

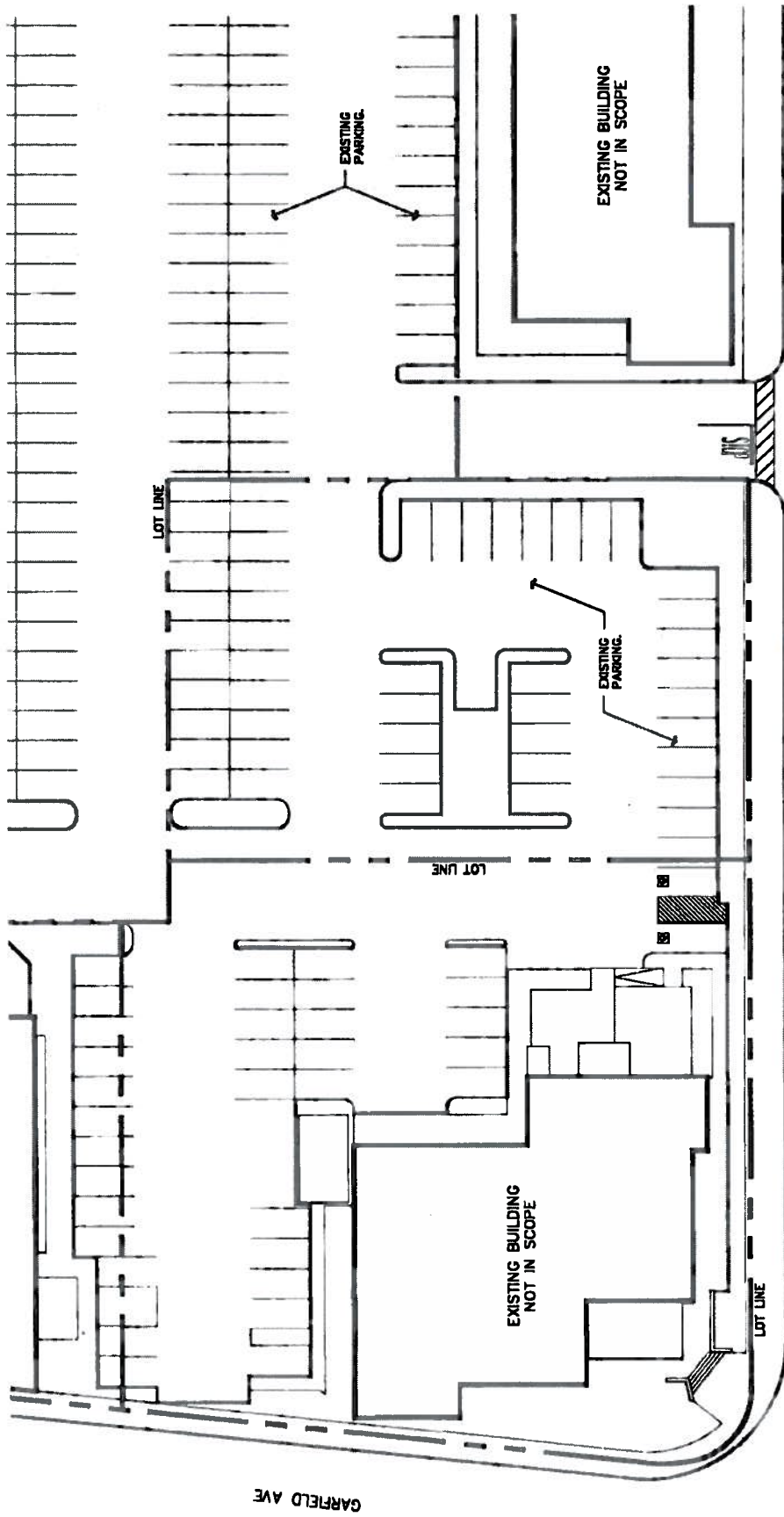
EXHIBIT A

DESCRIPTION OF CITY PARCEL

THAT PORTION OF LOT A OF TRACT NO. 486, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE(S) 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY 62.00 FEET OF LOT A, DISTANT THEREON NORTH 82° 36' 05" WEST 687.39 FEET FROM THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL NO. 450.1 AND 452.1 IN DEED FROM LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RECORDED JANUARY 22, 1982 AS INSTRUMENT NO. 82-78253, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 82° 36' 05" WEST 115.00 FEET; THENCE NORTH 7° 23' 55" EAST 175.00 FEET; THENCE SOUTH 82° 36' 05" EAST 115.00 FEET; THENCE SOUTH 7° 23' 55" WEST 175.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
PROJECT DEVELOPMENT CONCEPT



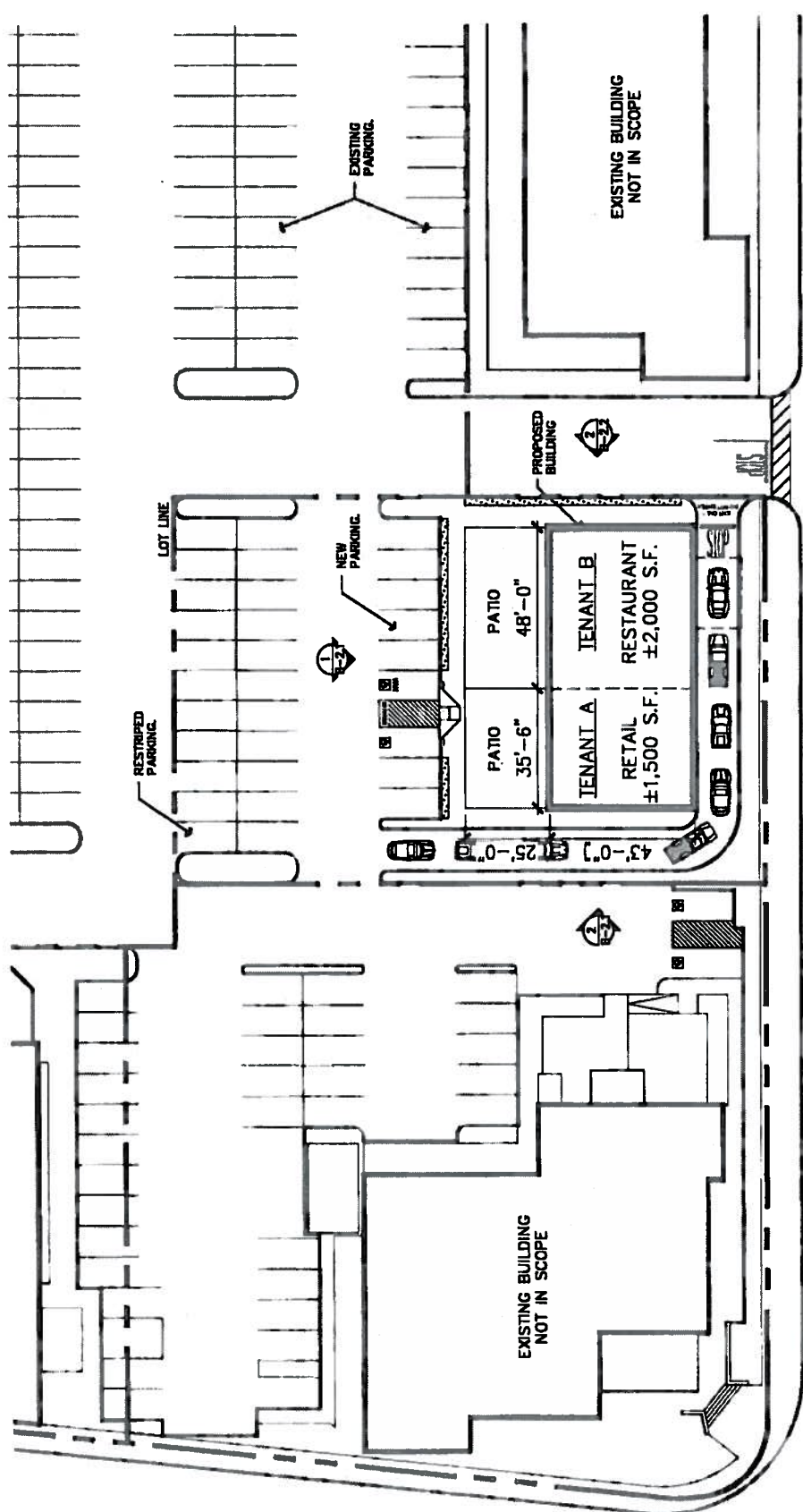
A-1.0



Existing Architectural Site Plan
January 11, 2019

5821 Firestone Blvd - South Gate, CA
a project for
Asi Real Estate Investments

NOTE: Preliminary. NOT FOR CONSTRUCTION.
The information is conceptual and subject to adjustments pending further
verification and Client, Tenant, and Governmental Agency approvals.
No warranties or guarantees of any kind are given or implied.
HTH Architects, LLP - Copyright 2019



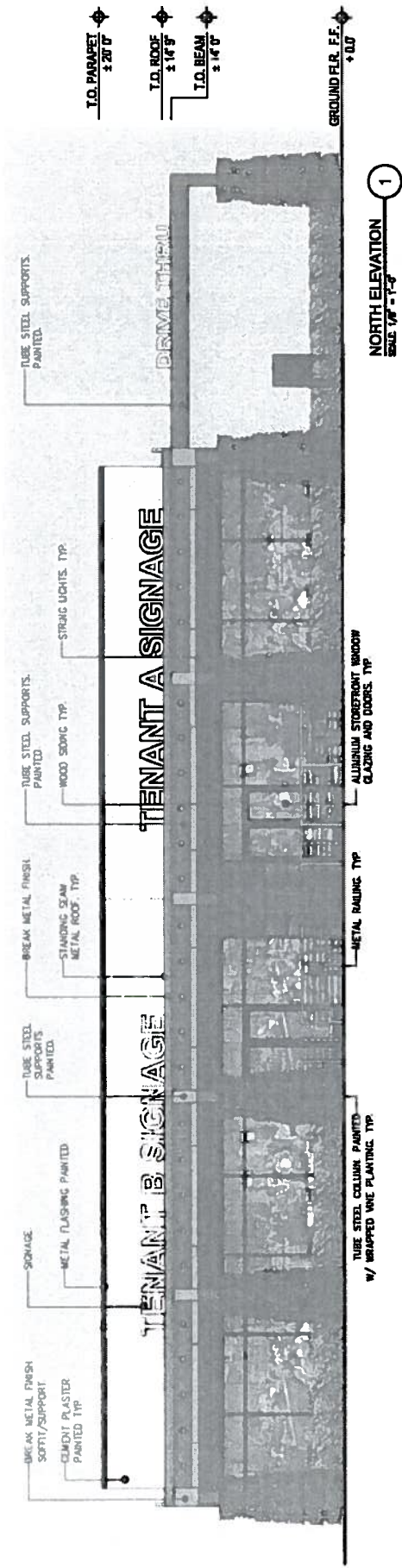
A-1.1



Concept Architectural Site Plan
January 11, 2019

5821 Firestone Blvd - South Gate, CA
a project for
Asi Real Estate Investments

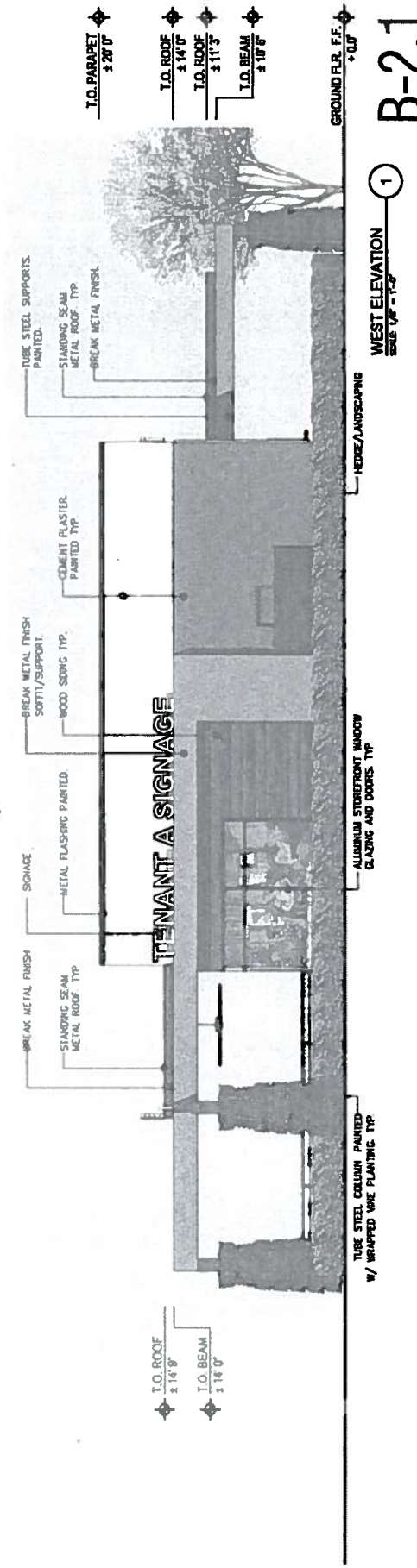
NOTE: Preliminary. NOT FOR CONSTRUCTION.
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verification and Client, Tenant, and Governmental Agency approvals.
No warranties or guarantees of any kind are given or implied.
HTH Architects L.P. - Copyright 2019



NORTH ELEVATION
 1

T.O. PARAPET ± 20' 0"
 T.O. ROOF ± 14' 9"
 T.O. BEAM ± 14' 0"

GROUND FLR. F.F. + 0.0'



WEST ELEVATION
 1

T.O. PARAPET ± 20' 0"
 T.O. ROOF ± 14' 0"
 T.O. ROOF ± 11' 3"
 T.O. BEAM ± 10' 6"

GROUND FLR. F.F. + 0.0'

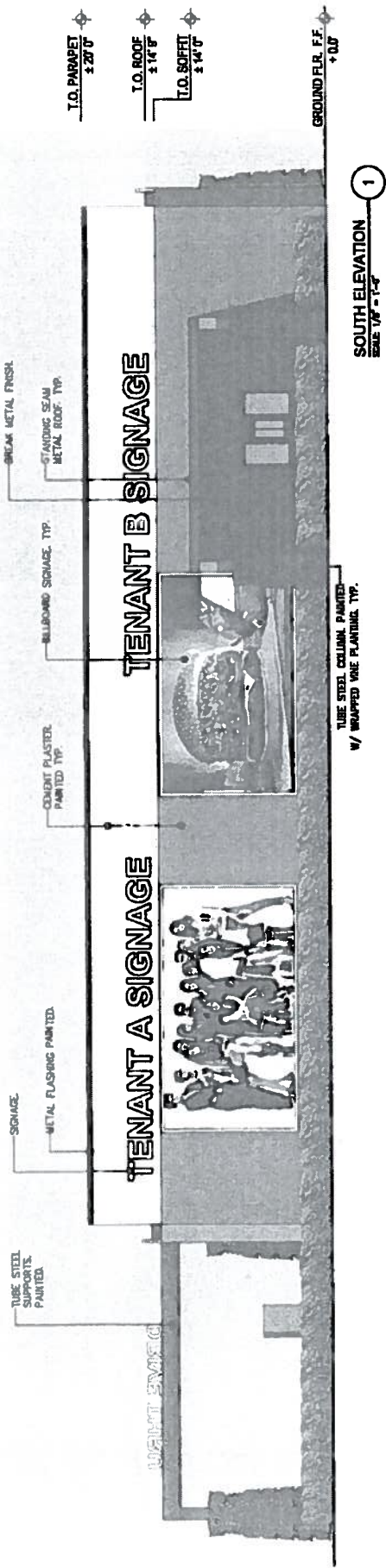
B-2.1



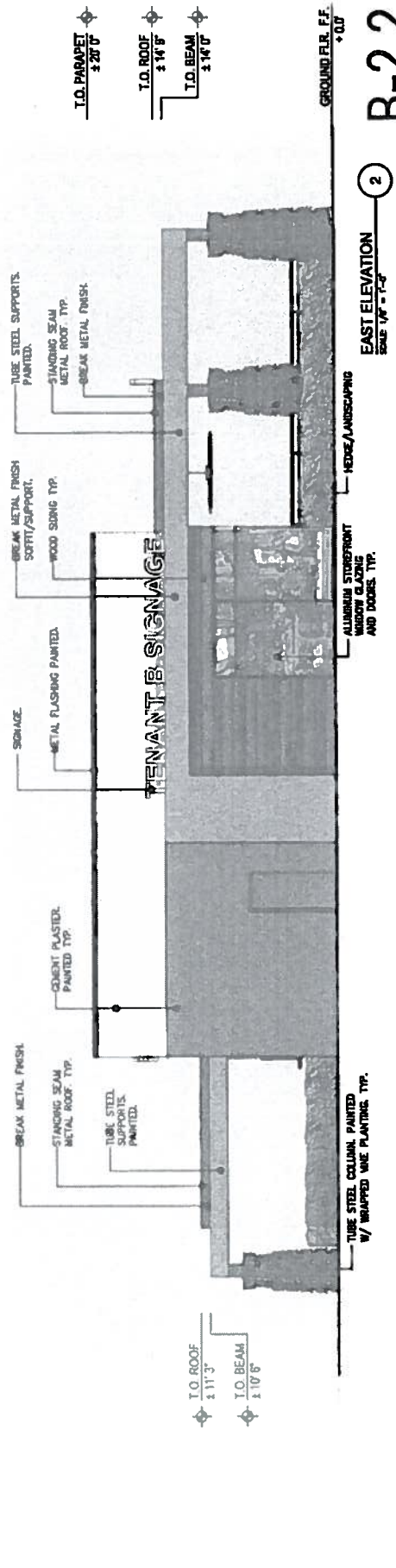
Concept Elevations
 January 11, 2019

5821 Firestone Blvd - South Gate, CA
 a project for
 Asi Real Estate Investments

NOTE: Preliminary. NOT FOR CONSTRUCTION.
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SOUTH ELEVATION
SCALE 1/8" = 1'-0"



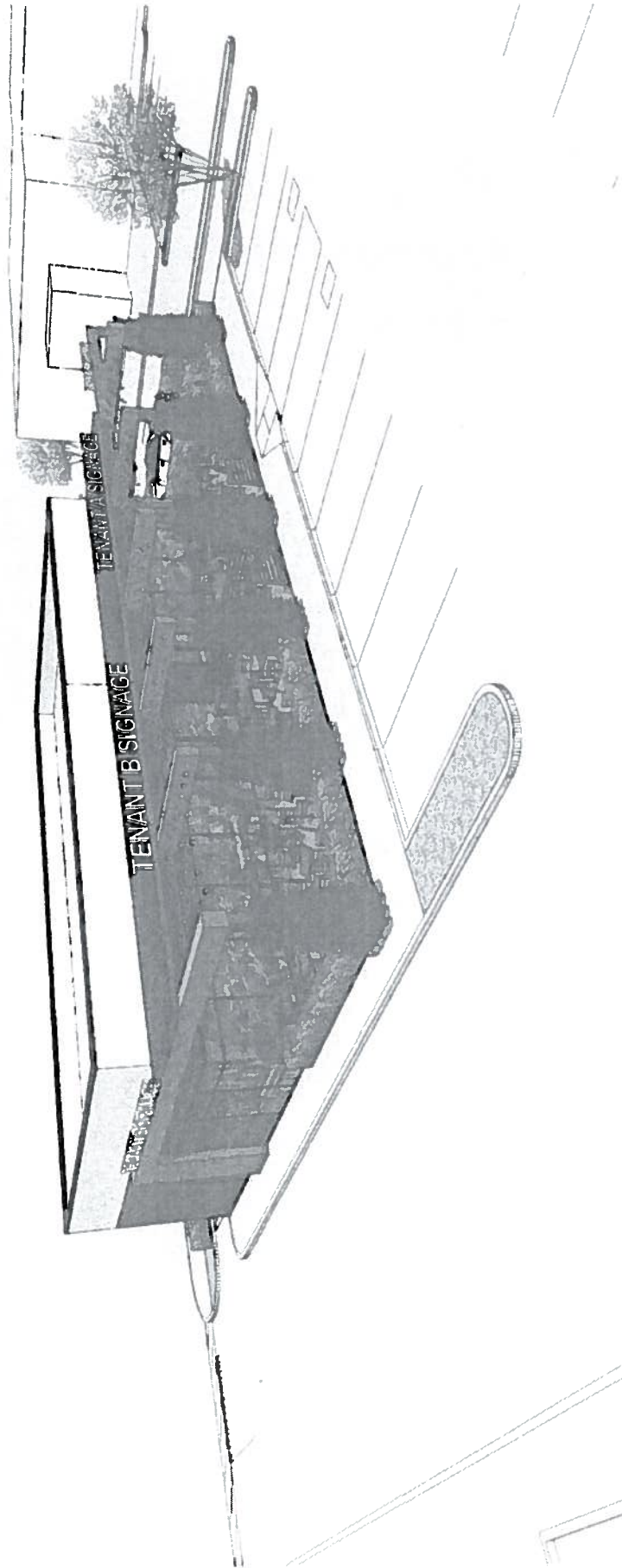
EAST ELEVATION
SCALE 1/8" = 1'-0"

B-2.2

5821 Firestone Blvd - South Gate, CA
a project for
Asi Real Estate Investments

Concept Elevations
January 11, 2019
HTH Architects

NOTE: Preliminary. NOT FOR CONSTRUCTION.
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No warranties or guarantees of any kind are given or implied.
HTH Architects LLP - Copyright 2018



B-2.3

Concept Views
 Northeast Perspective
 January 11, 2019

5821 Firestone Blvd - South Gate, CA
 a project for
 Asi Real Estate Investments

NOTE: PRELIMINARY. NOT FOR CONSTRUCTION.
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 verification and Client, Tenant, and Governmental Agency approvals.
 No warranties or guarantees of any kind are given or implied.
 HTH Architects, LLP - Copyright 2019



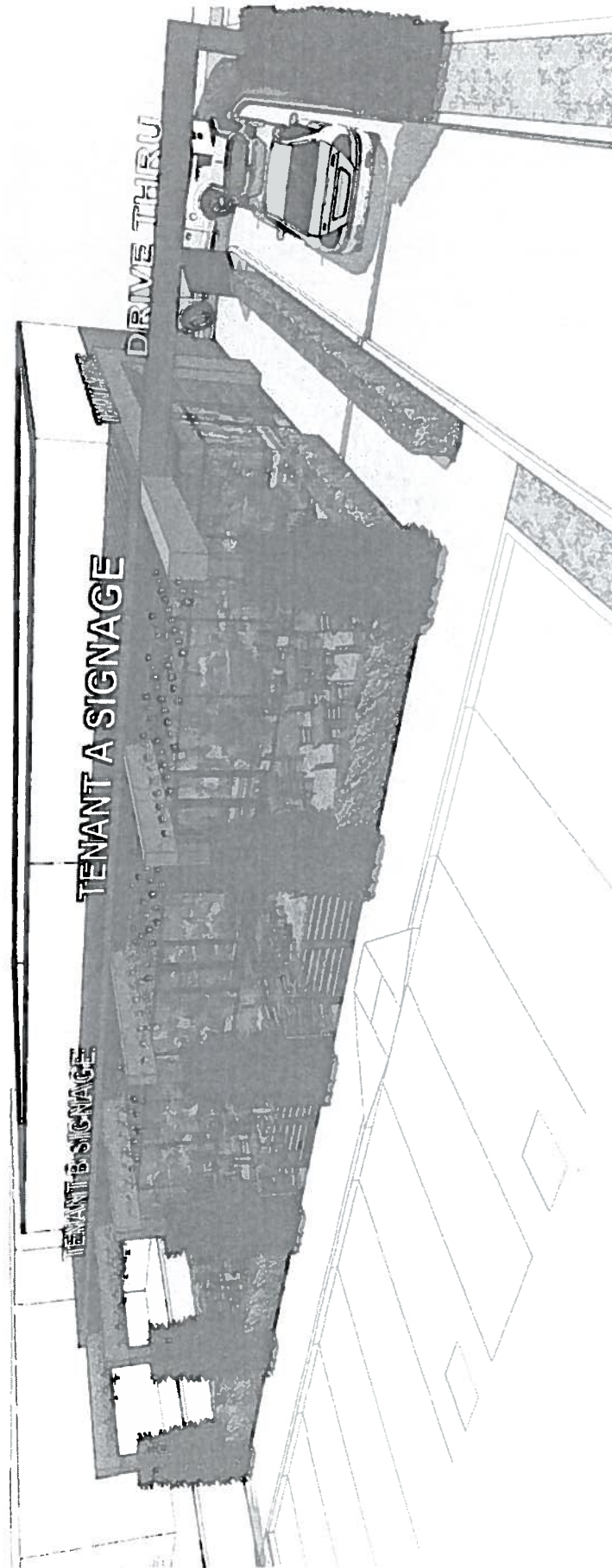
B-2.4

NOTE - Preliminary. NOT FOR CONSTRUCTION
 The information is conceptual and subject to adjustments pending further verification and Client, Tenant, and Governmental Agency approvals.
 No warranties or guarantees of any kind are given or implied.
 HTH Architects, LLP - Copyright 2018

5821 Firestone Blvd - South Gate, CA
 a project for
Asi Real Estate Investments

Concept Views
Northwest Perspective
January 11, 2019





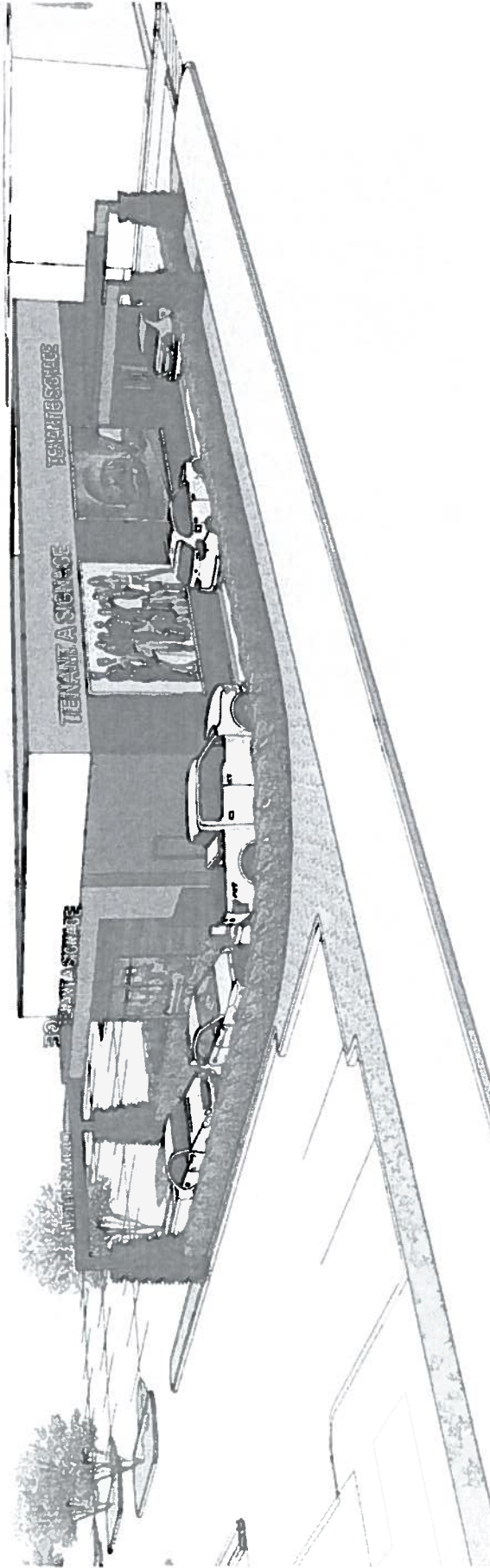
B-2.5



Concept Views
 Enlarged Northwest Perspective
 January 11, 2019

5821 Firestone Blvd - South Gate, CA
 a project for
 Asi Real Estate Investments

NOTE: PRELIMINARY NOT FOR CONSTRUCTION.
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 verification and Client, Tenant, and Governmental Agency approvals.
 No warranties or guarantees of any kind are given or implied.
 HTH Architects, LLP - Copyright 2019

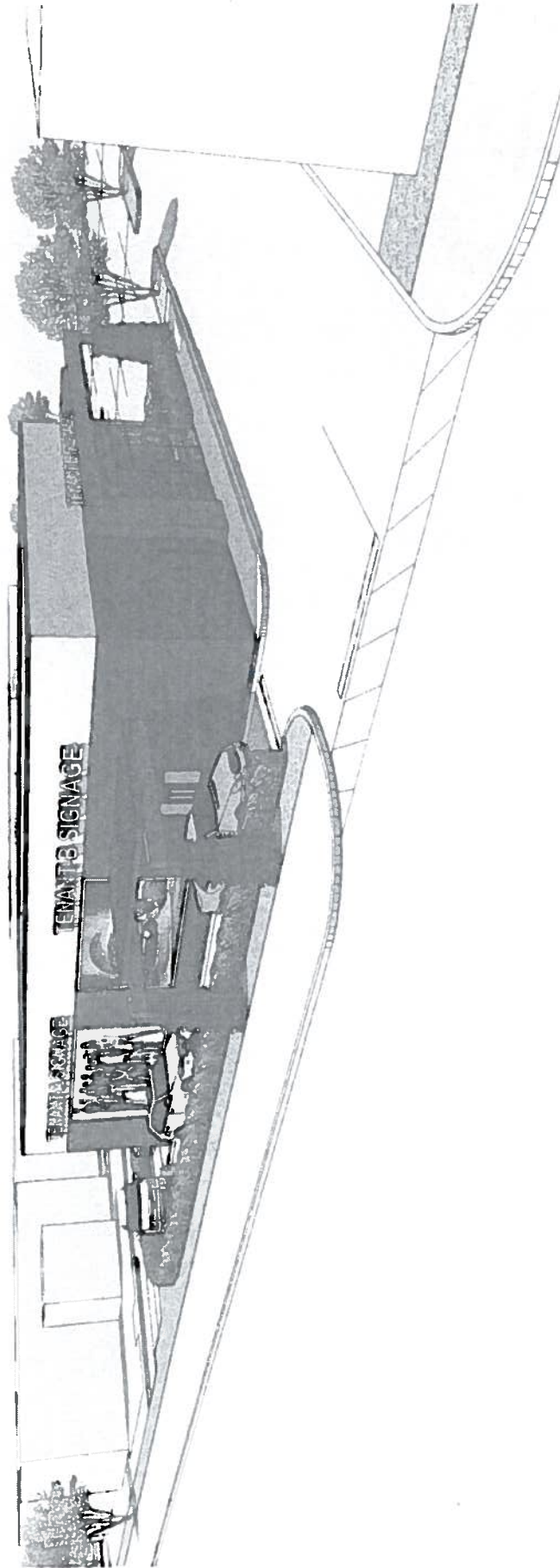


B-2.6

HTH
ARCHITECTS
Concept Views
Southeast Perspective
January 11, 2019

5821 Firestone Blvd - South Gate, CA
a project for
Asi Real Estate Investments

NOTE: Preliminary NOT FOR CONSTRUCTION.
The information is conceptual and subject to adjustments pending further
verification and Client, Tenant, and Governmental Agency approvals.
No warranties or guarantees of any kind are given or implied.
HTH Architects, LLP - Copyright 2019



B-2.7

5821 Firestone Blvd - South Gate, CA
 a project for
 Asi Real Estate Investments

Concept Views
 Southeast Perspective
 January 11, 2019

NOTE: Preliminary. NOT FOR CONSTRUCTION.
 The information is conceptual and subject to adjustments pending further
 verification and Client, Tenant, and Governmental Agency approvals.
 No warranties or guarantees of any kind are given or implied.
 HTH Architects, LLP - Copyright 2019

EXHIBIT C

GRANT DEED

FREE RECORDING REQUESTED BY

City of South Gate
8650 California Avenue
City of South Gate, California 90280
Attention: Executive Director

**AND WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:**

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §8103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF SOUTH GATE, a California municipal corporation ("Grantor") hereby grants to _____ ("Grantee"), that certain real property in the City of South Gate, County of Los Angeles, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Site").

1. **Governing Restrictions.** The Site is conveyed subject to the following:
 - a) All easement, covenants, conditions, restrictions, rights and encumbrances of record.
 - b) That certain Disposition and Development Agreement dated _____, 2019 by and between Grantor and Grantee ("DDA") which is a public record on file with the Secretary of the Grantor located at 8650 California Avenue, South Gate, California 90280, California, and is hereby incorporated by reference.
 - c) That certain Declaration of Covenants, Conditions and Restrictions of even date herewith made by Grantee as "Declarant" in favor of Grantor and the City of South Gate, which was recorded concurrently with this Deed.

2. **Non-Discrimination.** Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees,

or vendees of the Site or any portion thereof. The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

3. Form of Nondiscrimination Clauses in Agreements. Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **Contracts:** In contracts pertaining to conveyance of the realty the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The foregoing covenants shall remain in effect in perpetuity.

4. Mortgage Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by and approved by Grantor pursuant to the DDA; provided, however, that

any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5. **Covenants to Run With the Land.** The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise.

6. **Counterparts.** This Grant Deed may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

GRANTOR:
CITY OF SOUTH GATE

Date: _____, 2019

Jorge Morales, Mayor

ATTEST:

Carmen Avalos, City Clerk

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

ACCEPTANCE BY GRANTEE

By its acceptance of this Deed, Grantee hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of this Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns (except as specifically set forth in the Deed).
2. The provisions of this Deed are hereby approved and accepted.

Dated: _____, 2019

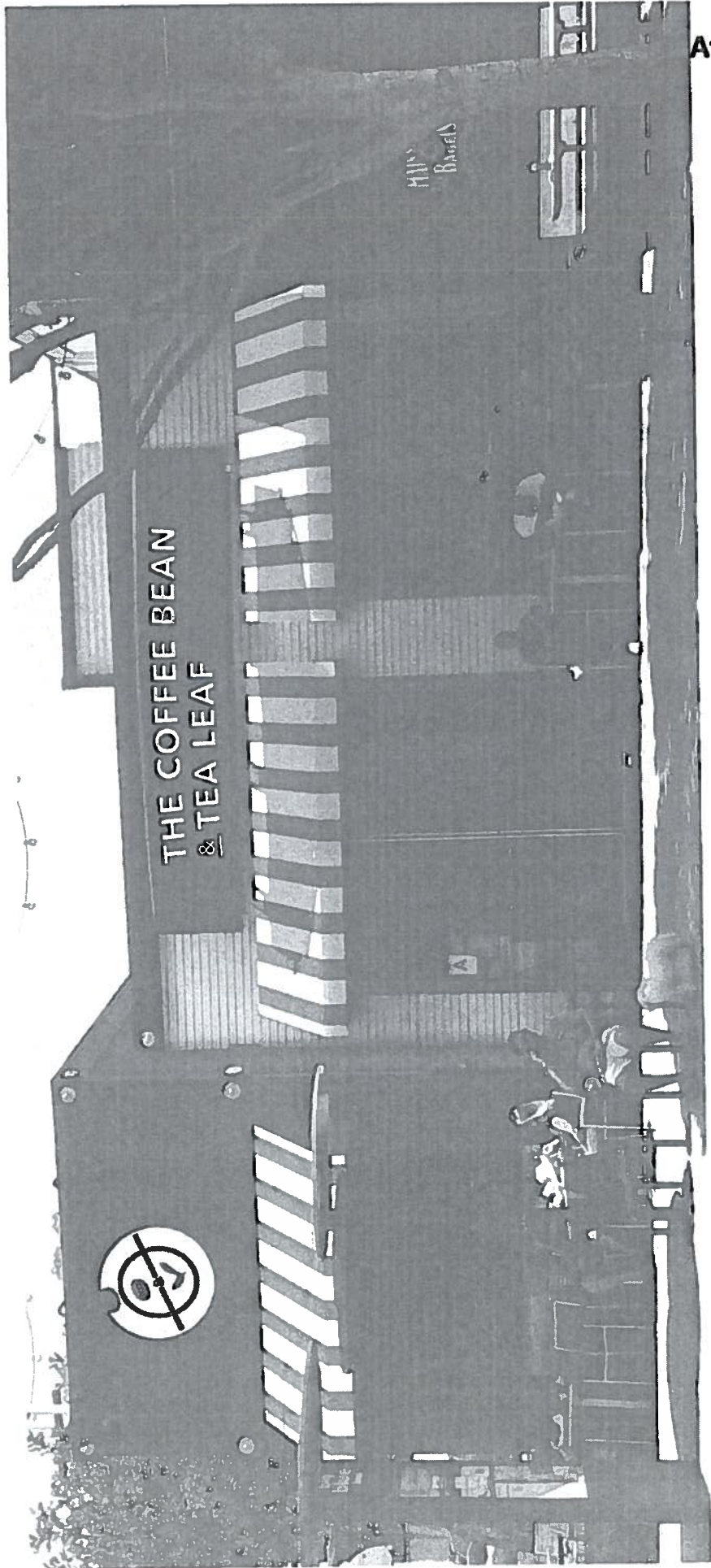
By: _____
Print Name: _____
Its: _____

EXHIBIT D

SCHEDULE OF PERFORMANCE

It is understood that the foregoing Schedule is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule and the text of the Agreement, the text shall govern the City Manager shall have the authority on behalf of City to extend the time for performance as permitted in Section 705.

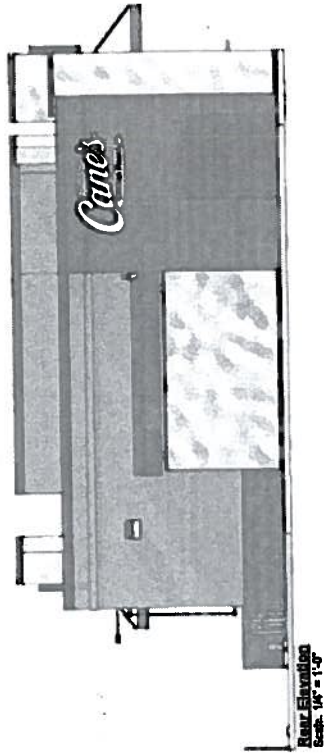
| | <u>Item of Performance</u> | <u>Time for Performance</u> |
|-----|---|--|
| 1. | Effective Date. | Upon mutual execution of the Agreement by both Parties. |
| 2. | Escrow Opening Date. | Five (5) business days from the Effective Date. |
| 3. | Developer submits proof of insurance. (Section G.707.1) | General Liability – Complete All other insurance – No later than seven (7) days before commencement of construction. |
| 4. | Developer submits Final Construction Drawings for City review in compliance with Agreement. | No later than thirty (30) days before the commencement of construction. |
| 5. | Developer submits draft loan and other financing documents if applicable. | No later than sixty (60) days before the commencement of construction. |
| 7. | “Closing Date”; recordation of Grant Deed and Agreement Containing Covenants Affecting Real Property. | Provided that Developer has met the requirements set forth in this Agreement, thirty (30) days from City’s receipt of Developer’s notice of Closing but in no event later than September 30, 2019. |
| 8. | Developer commences or cause to commence grading and site work for construction of the Project. | No later than ninety (90) days after the Closing Date. |
| 11. | Project Completion. | No later than one (1) year after the Closing Date. |



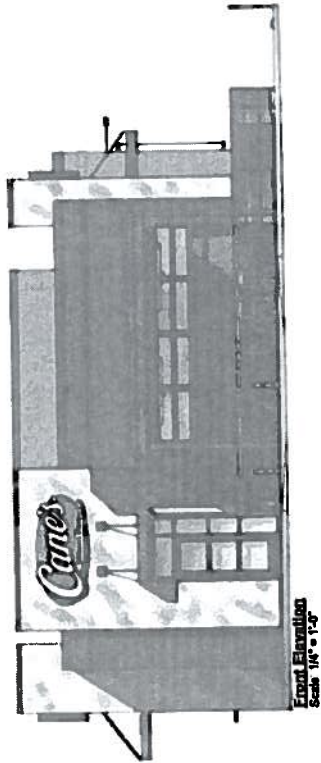
Attachment C



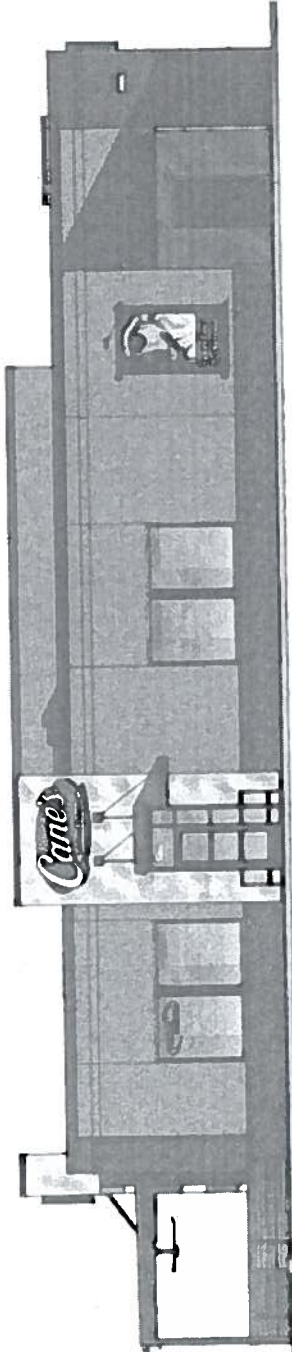
PROTOTYPE 4 ERD I: ELEVATIONS



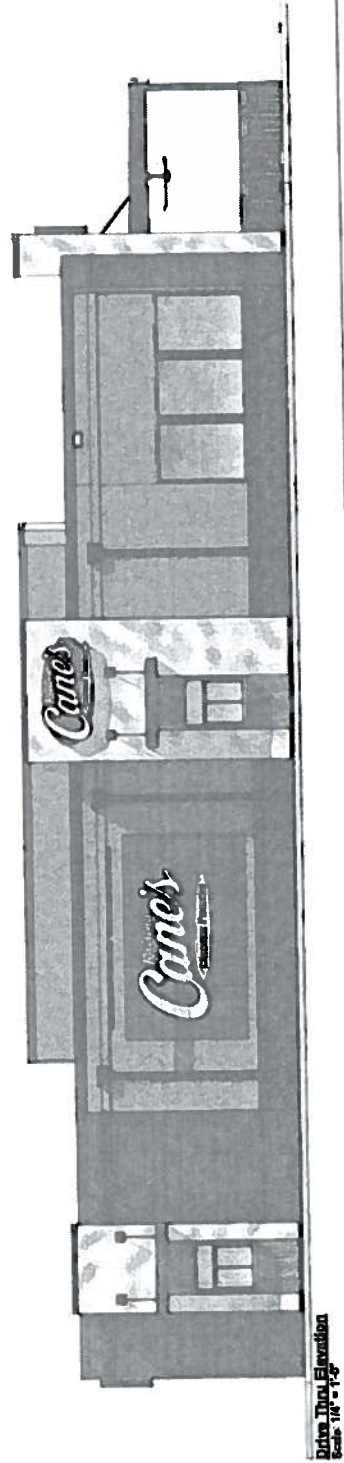
Rear Elevation
Scale: 1/4" = 1'-0"



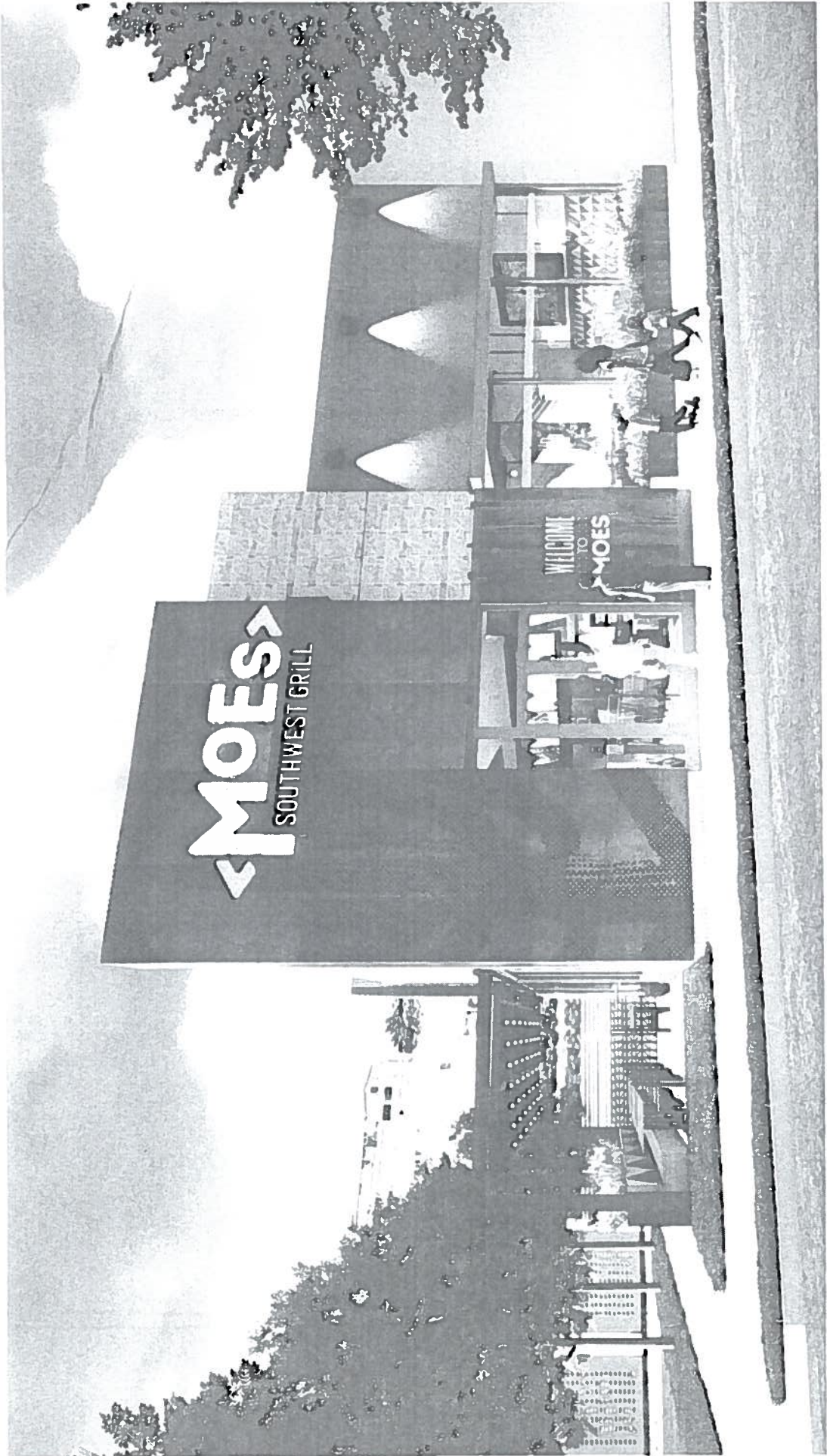
Front Elevation
Scale: 1/4" = 1'-0"



Side Elevation
Scale: 1/4" = 1'-0"



Three-Quarter Elevation
Scale: 1/4" = 1'-0"



**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a public hearing to consider adoption of a resolution approving a Disposition and Development Agreement (“DDA”) for the sale of property located at 5821 Firestone Blvd., in the City of South Gate, CA.

DATE OF HEARING: Tuesday, April 23, 2019

TIME OF HEARING: 6:30 pm

LOCATION OF HEARING: City Hall Council Chamber, City of South Gate
8650 California Avenue
South Gate, California

PROJECT LOCATION: Citywide

PROJECT DESCRIPTION: Resolution approving a Disposition and Development Agreement (“DDA”) for the sale of property located at 5821 Firestone Blvd., in the City of South Gate.

ENVIRONMENTAL REVIEW: Passage of the proposed amendment would be deemed to be a “Project” under the California Environmental Quality Act, pursuant to Section 15378 of the State CEQA Guidelines codified at 14 CCR § 13578. However, that project has also been deemed Categorical Exempt under Section 15061 (b)(3) of the State CEQA Guidelines codified at 14 CCR § 15061, which states “A project is exempt from CEQA if: [. . . the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA].”

INVITATION TO BE HEARD: All interested persons are invited to the public hearing to be heard in favor of or in opposition to the proposed resolution or to provide comments. In addition, written comments may be submitted to the Community Development Department prior to the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or in written correspondence delivered to the City of South Gate prior to or at the public hearing.

Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Dianne Guevara, Management Analyst
Phone: 323-563-9535
E-mail: dguevara@sogate.org

Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

ESPAÑOL

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9535

Published: April 12, 2019

WARRANT REGISTER COUNCIL MEETING 05/14/2019

RECEIVED I

apChkLst
05/07/2019 5:37:44PM

Final Check List
City of South Gate

MAY 8 2019
8:35am

Page: 1

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 |
|---------|----------|----------|--------------------------|-----------------|-------------|---------------------------|-------------|
| 68 | 4/4/2019 | 00004266 | U.S. BANK CORPORATE PAYM | | | | |
| | | 0005347 | AMAZON.COM | 112-0641002-18 | 2/25/2019 | OPEN HOUSE ITEMS | 12.99 |
| | | 0005347 | AMAZON.COM | 112-07028923-9 | 2/25/2019 | OPEN HOUSE ITEMS | 47.13 |
| | | 0008451 | COSTCO.COM | 905800004588 | 2/27/2019 | COMMUNITY MEETING SUPP | 99.11 |
| | | 00001414 | OFFICE DEPOT | 03/20/19 KOKO1 | 3/20/2019 | FITNESS CENTER SUPPLIES | 11.83 |
| | | 00001414 | OFFICE DEPOT | 03/20/19 KOKO1 | 3/20/2019 | OPEN HOUSE MARKETING FI | 186.39 |
| | | 00000062 | ZIEGLER'S HARDWARE& SUP | 02/21/19 RODRI | 2/21/2019 | 12 KEY COPIES | 19.71 |
| | | 0005381 | H & H NURSERY | 112264 | 3/4/2019 | REPLACEMENT PLANTS - CIT | 122.46 |
| | | 0008335 | ALL IN ONE POSTER COMPAN | 167092 | 3/5/2019 | CALIFORNIA & FEDERAL CON | 205.01 |
| | | 0005295 | WALMART | 089871 | 2/16/2019 | YOUTH CLASSES- SUPPLIES | 51.32 |
| | | 00002337 | ALBERTSONS | REF# 91001314 | 2/28/2019 | SENIOR EVENT- CAKES | 109.98 |
| | | 0005291 | PARTY CITY | 035082 | 2/28/2019 | SENIOR EVENT- SUPPLIES | 138.29 |
| | | 00004854 | SMART & FINAL | 060720 | 3/1/2019 | AZALEA FESTIVAL - SUPPLIE | 20.75 |
| | | 0005623 | ORIENTAL TRADING | 6950009184 | 2/25/2019 | OPEN HOUSE ITEMS | 225.21 |
| | | 00000268 | HOME DEPOT CREDIT SERVI | CD57723400 | 2/28/2019 | FITNESS CENTER EQUIPMEN | 74.95 |
| | | 0005295 | WALMART | 03/05/19 KOKO1 | 3/5/2019 | BIGGEST LOSER PROGRAM | 91.82 |
| | | 0005368 | PRINTCO DIRECT | 81685 | 3/6/2019 | PARKS AND RECREATION TA | 220.50 |
| | | 0008510 | WORLD WATERPARK ASSOC. | 23275 | 3/6/2019 | 2019 - WLSL-REGISTRATION | 69.00 |
| | | 0008910 | TEXAS REFINERY CORP. | 170385 | 3/8/2019 | PAIL - TIRE SEAL | 190.62 |
| | | 00003997 | PAPA | 6669 | 3/12/2019 | PESTICIDE - CONTINUED EDI | 80.00 |
| | | 00003963 | RESOURCE BUILDING MATER | 12867150 | 3/13/2019 | WOOD CHIPS/MULCH - SEAB | 675.50 |
| | | 0005291 | PARTY CITY | 007187 | 3/7/2019 | YOUTH CLASSES- SUPPLIES | 170.53 |
| | | 0005291 | PARTY CITY | 008695 | 3/11/2019 | SENIOR EVENT- SUPPLIES | 83.97 |
| | | 0011441 | CROWN AWARDS | 33925421 | 3/15/2019 | AZALEA EVENT MISS SOUTH | 291.58 |
| | | 0011986 | ANDERSON'S | 7726652 | 3/18/2019 | AZALEA EVENT MISS SOUTH | 282.54 |
| | | 0008906 | DOLLAR TREE | 07254 | 3/20/2019 | SENIOR EVENT- SUPPLIES | 36.58 |
| | | 00000322 | SAM'S CLUB | 006432 | 3/20/2019 | YOUTH CLASSES- SUPPLIES | 254.46 |
| | | 0011985 | BLOSSOM AND VINE FLORAL | 10000254 | 3/23/2019 | AZALEA EVENT MISS SOUTH | 250.49 |
| | | 0005295 | WALMART | 075107 | 3/21/2019 | YOUTH CLASSES- SUPPLIES | 23.10 |
| | | 0011493 | SNAP GEOFILTERS | 03/21/19 DAVILA | 3/21/2019 | AZALEA EVENT MISS SOUTH | 7.00 |
| | | 0005293 | MICHAELS | 022711 | 3/21/2019 | YOUTH CLASSES- SUPPLIES | 74.19 |
| | | 0005295 | WALMART | 078845 | 3/6/2019 | YOUTH CLASSES- SUPPLIES | 4.30 |
| | | 0005295 | WALMART | 001647 | 3/6/2019 | AZALEA EVENT- SUPPLIES | 21.12 |
| | | 0011983 | SESAC, INC. | 886259 | 2/15/2019 | MUSIC LICENSING FOR CONI | 1,425.00 |

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 0005613 | | SCPPOA | 000058 | 11/2/2018 | MEETING REGSITRATION- LE | 15.00 | |
| 00001698 | | 4 IMPRINT INC | 17405721 | 2/20/2019 | PROMOTIONAL ITEMS FOR E | 340.64 | |
| 0009944 | | MARCO | 666954 | 3/1/2019 | PROMOTIONAL ITEMS FOR E | 746.29 | |
| 00000311 | | COASTLINE EQUIPMENT | 567638 | 3/6/2019 | PARTS FOR REPAIR OF LOAL | 725.74 | |
| 0005347 | | AMAZON.COM | D01-2482170-88 | 3/19/2019 | KINDLE UNLIMITED MEMBER | 9.99 | |
| 0006241 | | TRUE CREST | 017020 | 3/19/2019 | COMMUNITY SERVICE WOR | 93.08 | |
| 0009337 | | BLAZE PIZZA | 098948 | 3/13/2019 | ERC LUNCH MEETING | 61.46 | |
| 0011988 | | CINDY'S JUMPERS, LLC | 65968 | 3/20/2019 | CITY HALL OPEN HOUSE EVE | 812.07 | |
| 0009367 | | NETFLIX | 03/20/19 | 3/20/2019 | MONTHLY SVCS FOR TEEN C | 10.99 | |
| 00000839 | | CAPPO INC | 300005494 | 2/5/2019 | 2019 - CAPPO MEMBERSHIP- | 130.00 | |
| 00000839 | | CAPPO INC | 300004613 | 2/5/2019 | 2019 - CAPPO MEMBERSHIP- | 130.00 | |
| 0005295 | | WALMART | 064514 | 3/5/2019 | YOUTH CLASSES- SUPPLIES | 72.15 | |
| 0005368 | | PRINTCO DIRECT | 91661 | 3/5/2019 | AZALEA EVENT- POST CARD: | 192.94 | |
| 0005293 | | MICHAELS | 087664 | 3/5/2019 | YOUTH CLASSES- SUPPLIES | 5.29 | |
| 0011987 | | CHICK-FIL-A | 076814 | 3/6/2019 | SPECIAL EVENT- CARDS FOF | 45.00 | |
| 0005486 | | STAPLES BUSINESS ADVANT | 7028957 | 3/7/2019 | CONTRACT CLASSES - SUPP | 39.58 | |
| 0005601 | | DOUBLETREE HOTELS | 90381754 | 2/21/2019 | TRAINING - EXECUTIVE TRAI | 146.02 | |
| 00004804 | | RIO HONDO COMMUNITY COIS | 19-97-ZSGT | 2/27/2019 | TRAINING - RIO HONDO BASI | 13.80 | |
| 00003335 | | CALNENA, INC. | 2FJ93963LB503 | 3/5/2019 | TRAINING - CALNENA 9-1-1 T | 625.00 | |
| 0010826 | | TACOPS WEST | 112847849 | 3/6/2019 | TRAINING - TACTICAL OPERA | 299.99 | |
| 0010826 | | TACOPS WEST | 112847803 | 3/6/2019 | TRAINING - TACTICAL OPERA | 299.99 | |
| 0005347 | | AMAZON.COM | 114-7167674-64: | 3/10/2019 | STORAGE PORTABLE FILE BI | 37.87 | |
| 0009996 | | COUNTRY INNS & SUITES | CONF# 4698804 | 3/9/2019 | TRAINING - ICI ROBBERY, TH | 904.95 | |
| 0011990 | | WESTGATE LV RESORT & CA | 074019 | 3/7/2019 | TRAINING - TACTICAL OPERA | 98.64 | |
| 00001727 | | AMERICAN RED CROSS | PH00814858 | 3/11/2019 | TRAINING - FIRST AID CPR /T | 95.00 | |
| 00004804 | | RIO HONDO COMMUNITY COIS | 19-108-ZSGT | 3/11/2019 | TRAINING - FIELD TRAINING | 30.00 | |
| 0011989 | | WOODWORKER EXPRESS | W523152 | 3/11/2019 | SPECIAL DEPT. SUPPLIES - N | 15.09 | |
| 0005481 | | HILTON HOTELS | 153690339 DEP | 3/5/2019 | TRAINING - POLICE CANINE T | 237.06 | |
| 0005481 | | HILTON HOTELS | 153690239 | 3/5/2019 | TRAINING - POLICE CANINE T | 500.88 | |
| 0005481 | | HILTON HOTELS | 153690339 | 3/5/2019 | TRAINING - POLICE CANINE T | 500.88 | |
| 0005347 | | AMAZON.COM | 114-1270344-05: | 3/10/2019 | MICROSOFT SURFACE PRO I | 26.44 | |
| 0005347 | | AMAZON.COM | 114-7061079-78: | 3/11/2019 | LAPTOP CASE FOR NEWLY P | 15.99 | |
| 0005368 | | PRINTCO DIRECT | 81584 | 2/19/2019 | CITY COUNCIL DISPLAY BOX | 441.00 | |
| 0005368 | | PRINTCO DIRECT | 81626 | 3/4/2019 | CITY HALL OPEN HOUSE BAN | 292.16 | |
| 0005347 | | AMAZON.COM | 113-8164980-37: | 2/27/2019 | 2 X SAMSUNG EVO 250GB SS | 127.86 | |

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| 0005347 | | AMAZON.COM | 113-0678475-21 | 2/27/2019 | 4 X 4GB DELL M6500 LAPTOP | 120.00 | |
| 0007723 | | ACE PARKING | A24 | 3/8/2019 | PARKING FOR LA RIVER MEE | 1.00 | |
| 00003997 | | PAPA | 6694 | 3/12/2019 | CONTINUED PESTICIDE EDU | 240.00 | |
| 0005514 | | TIME CLOCK SALES & SERVIC | 146319 | 3/13/2019 | TIME CLOCK REPAIR- REPRC | 75.00 | |
| 0005514 | | TIME CLOCK SALES & SERVIC | 146264 | 3/6/2019 | TIME CLOCK REPAIR- GENEI | 92.52 | |
| 0005347 | | AMAZON.COM | D01-5866620-07 | 3/20/2019 | PRIME VIDEO - CHARGED TC | 4.99 | |
| 0011927 | | NELSON MANUFACTURING C | 1258222 | 3/7/2019 | HORSE WATER FOUNTAIN FC | 196.70 | |
| 0005347 | | AMAZON.COM | 113-5391881-88 | 3/19/2019 | CANOPIES FOR SPECIAL EVE | 640.00 | |
| 0009420 | | SPARKLETTS | 16963364 03071 | 3/7/2019 | 03/07/19 CUST ACCT#: 74255 | 49.20 | |
| 0010278 | | FROMYOUFLOWERS | 407458907 | 3/12/2019 | SYMPATHY FLOWERS & GLA | 79.17 | |
| 0011956 | | OLYMPIC ENTERPRISE | 03/08/19 FLAD, I | 3/5/2019 | PARKING: P3 CONFERENCE- | 30.00 | |
| 0011957 | | TOWNE PARK LTD | PARKING 03/04/ | 3/4/2019 | PARKING: P3 CONFERENCE- | 24.90 | |
| 0011958 | | SQ TAXI | 03/05/19 FLAD, I | 3/5/2019 | TAXI: HOTEL TO DALLAS AIR | 40.00 | |
| 0005480 | | AMERICAN AIRLINES | 02/24/19 - GARC | 2/24/2019 | FLIGHT-BAGGAGE FEES- HO | 30.00 | |
| 0005601 | | DOUBLETREE HOTELS | 95152406 | 2/21/2019 | TRAINING - DRUG RECOGNIT | 668.68 | |
| 0006530 | | CA BACKGROUND INVESTIG | 065168 | 2/25/2019 | MEMBERSHIP & DUES : 2019- | 60.00 | |
| 0005481 | | HILTON HOTELS | 153690239 DEP | 3/5/2019 | TRAINING - POLICE CANINE T | 237.06 | |
| 0008423 | | PD: MARIN CONSULTING | ASS 6048 | 3/13/2019 | TRAINING - ASSERTIVE SUPE | 300.00 | |
| 0011991 | | HYATT HOUSE SAN DIEGO | SC2594621501 | 3/13/2019 | TRAINING - CALNENA 9-1-1 T | 841.86 | |
| 00004804 | | RIO HONDO COMMUNITY | COIS19-123-ZSGT | 3/20/2019 | TRAINING - FIELD TRAINING | 38.00 | |
| 0008305 | | EVENTBRITE.COM | 29482913 | 3/22/2019 | TRAINING - PHOTOGRAPHY I | 266.85 | |
| 0010266 | | HEARTSMART.COM | 161153 | 2/21/2019 | AED REPLACEMENT PADS | 554.40 | |
| 0005347 | | AMAZON.COM | 113-2679548-60 | 2/27/2019 | KEURIG K-CUP HOLDER- HR | 4.48 | |
| 0005347 | | AMAZON.COM | 113-2373348-96 | 2/27/2019 | REUSABLE K CUPS FOR KEU | 10.99 | |
| 0011133 | | AMERICAN CAB | 02/27/19 - GARC | 2/27/2019 | FLIGHT-BAGGAGE FEES- HO | 30.00 | |
| 0011155 | | COMMUNITY PARTNERS | FORCONF# 6684 | 2/25/2019 | 03/1/19 - REG. MOVE LA TRAI | 25.00 | |
| 00002871 | | ICC-INTERNATIONAL | CODE C 100665747 | 2/27/2019 | WEBMINAR: COMMERCIAL W | 49.00 | |
| 00002871 | | ICC-INTERNATIONAL | CODE C 100672058 | 3/11/2019 | CERTIFICATION EXAM: PROF | 209.00 | |
| 00002871 | | ICC-INTERNATIONAL | CODE C 100674421 | 3/14/2019 | RENEWALS: PERMIT TECH A | 215.00 | |
| 0011955 | | E.T.E FACTORY | OUTLET INC. 4404 | 2/25/2019 | WELLNESS CENTER EQUIPM | 634.95 | |
| 0005295 | | WALMART | 035882 | 2/16/2019 | BISSELL BI PF HELIX VACUU | 55.06 | |
| 0006108 | | STARBUCKS COFFEE | 02/26/19 | 2/26/2019 | REFRESHMENT FOR LASHA | 16.95 | |
| 0011982 | | EATGUD CAFE | 2/28/19 DAVIS, F | 2/28/2019 | MARCH 2019 SCHOOL COLLA | 202.20 | |
| 0008153 | | TIME WARNER CABLE- | 0435603020419 | 2/4/2019 | ACCT# 8448300170435603- 02 | 93.15 | |
| 0008153 | | TIME WARNER CABLE- | 0490491021719 | 2/17/2019 | ACCT# 84483001704904913- C | 182.29 | |

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| 0008153 | | TIME WARNER CABLE- | 0586017020819 | 2/8/2019 | ACCT# 8448300170586017-02 | 590.00 | |
| 00004005 | | LEXIS NEXIS RISK SOLUTION | 07370636-0389C | 1/31/2019 | MATHEW BENDER & COMPAN | 82.67 | |
| 0006635 | | NEWEGG.COM | 443767952 | 3/4/2019 | DELL USB SIP KVM SERVER (| 127.67 | |
| 0005601 | | DOUBLETREE HOTELS | 02/22/19 DAVIS, | 2/22/2019 | LUNCH-SOUTHEAST CHIEF'S | 64.95 | |
| 0009415 | | SAN ANTONIO WINERY | 3228 | 2/22/2019 | BUS TOUR AND TASTING | 1,435.54 | |
| 0008153 | | TIME WARNER CABLE- | 0426628022019 | 2/20/2019 | ACCT# 8448300170426628-02 | 113.13 | |
| 00004195 | | CCCA | CONF# LNNP8- | 2/28/2019 | REG: CCCA 60TH ANNUAL ML | 600.00 | |
| 00004195 | | CCCA | ASM18-032019-I | 3/4/2019 | REG: CCCA 60TH ANNUAL ML | 600.00 | |
| 00004195 | | CCCA | AMS18-022019-I | 2/28/2019 | REG: CCCA 60TH ANNUAL ML | 600.00 | |
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| 0007723 | | ACE PARKING | 03/08/19 FLAD, I | 3/8/2019 | PARKING: GEHRY PARTNERS | 9.00 | |
| 0011928 | | ARCHDIOCESE OF LOS ANGE | 03/14/19 FLAD, I | 3/14/2019 | PARKING: CCCA L.A. COUNT | 10.00 | |
| 00004195 | | CCCA | CONF# J5NYG2 | 3/20/2019 | REG: CCCA 60TH ANNUAL ML | 600.00 | |
| 0005296 | | BEST BUY | BBY01-8056114 | 2/23/2019 | INSIGNA WIRED KEYPAD FOF | 10.94 | |
| 0006544 | | ALASKA AIR | CONF# EEEQF1 | 3/5/2019 | FLIGHT: TYLER CONNECT 20 | 223.61 | |
| 0011133 | | AMERICAN CAB | 02/27/19 GARC.I. | 2/27/2019 | TRANSPORTATION: HOUSINC | 43.20 | |
| 0009933 | | HILTON LA AIRPORT | 02/02/19 GARC.I. | 2/27/2019 | LAX PARKING | 149.60 | |
| 0005371 | | MARRIOTT HOTELS | 02/27/19 GARC.I. | 2/27/2019 | HOTEL: HOUSING CONFEREN | 800.43 | |
| 0009649 | | AT&T | 03/21/19-04/20/1 | 3/20/2019 | ACCT# 143648353, 03/21/19-0 | 116.32 | |
| 0007802 | | AIS SPECIALTY PRODUCTS, | IIPS275172 | 2/14/2019 | CUSTODIAL SUPPLIES | 1,382.13 | |
| 00004234 | | CHANDLER'S AIR CONDITION | 154629 | 2/19/2019 | AUDITORIUM REFRIGERATOR I | 445.43 | |
| 0006109 | | AQUARIUM OF THE PACIFIC | 8212071 | 3/4/2019 | 03/13/19 - ADMISSIONS FOR ; | 518.75 | |
| 0010956 | | L.A. TIMES | 10073645131-03 | 3/13/2019 | 03/14/19-04/13/19- MONTHLY | 15.96 | |
| 0006111 | | SMARTDRAW | 2019/20 CVG80- | 3/14/2019 | RENEWAL: SMARTDRAW DIA | 69.95 | |
| 0008466 | | MARIACHI USA | 106264 | 3/4/2019 | 06/09/19 - MARIACHI USA FES | 3,300.00 | |
| 00002871 | | ICC-INTERNATIONAL CODE C | 3019482 | 3/14/2019 | (2) INTERNATIONAL BUILDING | 227.33 | |
| 0011980 | | VELOCITY TECH SOLUTIONS, | 102327 | 3/4/2019 | REPLACEMENT PCI RISER C, | 173.76 | |

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| | | 0011980 | VELOCITY TECH SOLUTIONS,102560 | 3/15/2019 | CREDIT: FEDEX FAILURE OF | -53.76 | |
| | | 0011981 | VETERANS TAXI CO. | 02/24/19 | GARCI. TRANSPORTATION: HOUSINC | 43.20 | |
| | | 0008513 | EBAY | 03/13/19 | RODRI REPLACEMENT FENDER FLA | 357.99 | |
| | | 00000335 | POLICE OFFICERS ASSOCIAT | 02/16/19 | PI02168599296 PEACE OFFICERS ASSOCIAT | 225.00 | 34,623.27 |
| 82523 | 4/17/2019 | 0011968 | WEX BANK | 4/6/2019 | 58672222 SHELL GAS STMT CLOSING I | 2,241.43 | 2,241.43 |
| | | Voucher: | | | | | |
| 82525 | 4/23/2019 | 00000028 | WATER REPLENISHMENT DIS4590 - FEBRUAR | 2/28/2019 | FEB 2019 - ALPHA# 4590 GRC | 183,500.70 | 183,500.70 |
| | | Voucher: | | | | | |
| 82526 | 4/24/2019 | 00004865 | SO CALIF EDISON | 4/19/2019 | BILLING PRD- MARCH /APR 2 | 34,496.15 | 34,496.15 |
| | | Voucher: | | | | | |
| 82544 | 5/1/2019 | 00004865 | SO CALIF EDISON | 04/06/2019 | REIS BILLING PRD- FEB /MARCH 2 | 42,891.17 | 42,891.17 |
| | | Voucher: | | | | | |
| 82545 | 5/6/2019 | 0012013 | CB RANCH ENTERPRISES | 04/24/2019 | 04/24/2019 - SENIOR TRIP TO | 1,092.00 | 1,092.00 |
| | | Voucher: | | | | | |
| 82546 | 5/6/2019 | 0011527 | RS CONSTRUCTION & | 112 | 3/15/2019 SOUTH GATE POLICE DEPAR | 17,723.44 | 17,723.44 |
| | | Voucher: | | | | | |
| 82547 | 5/6/2019 | 00001466 | MISC - COMMUNITY DEVELOP | 11/13/2018 | RI CK# 82377- 81653- 3637 TV | 5,959.00 | 5,959.00 |
| | | Voucher: | | | | | |
| 82548 | 5/14/2019 | 0011993 | 9528 CALIFORNIA LIMITED | 4/17/2019 | UB REFUND CST #00062772 - | 18.14 | 18.14 |
| | | Voucher: | | | | | |
| 82549 | 5/14/2019 | 0012009 | 9528 CALIFORNIA LIMITED | 4/17/2019 | UB REFUND CST #00062697 - | 180.14 | 180.14 |
| | | Voucher: | | | | | |
| 82550 | 5/14/2019 | 00000688 | AARDVARK | 4/9/2019 | P7 ENTRY VEST/SX LEVEL 3# | 7,936.60 | 7,936.60 |
| | | Voucher: | | | | | |
| 82551 | 5/14/2019 | 00003502 | ABC BATTERY INC. | 100831 | 3/21/2019 2- BATTERIES FOR WATER D | 354.35 | |
| | | Voucher: | | | | | |
| | | | | 100827 | 3/20/2019 3- BATTERIES FOR UNIT 129, | 262.63 | |
| | | | | 100789 | 3/13/2019 BATTERY FOR UNIT 293 | 87.54 | |
| | | | | 100832 | 3/21/2019 BATTERY CABLE | 13.17 | |
| | | | | 100788 | 3/13/2019 4- SPECIAL BATTERIES FOR : | 977.86 | |
| | | | | 100490 | 1/15/2019 12 VOLT BATTERY & BATTER | 72.66 | |
| 82552 | 5/14/2019 | 00002706 | AC&C NETWORK SERVICES | 3014614-IN | 2/22/2019 AC&C MUSEUM IDF TO CITY | 4,815.64 | 1,768.21 |
| | | Voucher: | | | | | |
| 82553 | 5/14/2019 | 00004607 | ADLERHORST INTERNATIONAL#102595 | 4/4/2019 | AGITATOR SEMINAR # 235 4# | 600.00 | 4,815.64 |
| | | Voucher: | | | | | |

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| 82554 | 5/14/2019 | 00001467 ADMINISTRATIVE SERV. CO-C4239 | | 3/31/2019 | SERVICES FOR DIAL-A-RIDE | 66,784.86 | 66,784.86 |
| | | Voucher: | | | | | |
| 82555 | 5/14/2019 | 00003971 ADMINISURE INC. | 11949 | 4/15/2019 | MAY 2019 - WORK COMP CLA | 9,224.00 | 9,224.00 |
| | | Voucher: | | | | | |
| 82556 | 5/14/2019 | 0009256 AECOM TECHNICAL SERVICE2000202624 | | 4/22/2019 | 02/23/2019-03/29/2019 - GATE | 6,038.50 | 6,038.50 |
| | | Voucher: | | | | | |
| 82557 | 5/14/2019 | 0010065 AFC HYDRAVLICS SEALS | 28117 | 4/10/2019 | REPAIR AND RESEAL OUTRICK | 410.41 | 410.41 |
| | | Voucher: | | | | | |
| 82558 | 5/14/2019 | 0012006 AGUILERA, RUTH | Ref000250379 | 4/17/2019 | UB REFUND CST #00054415 - | 135.38 | 135.38 |
| | | Voucher: | | | | | |
| 82559 | 5/14/2019 | 00004372 AIRGAS USA, LLC | 9087396146 | 4/5/2019 | INVENTORY PO/ SAFETY SUF | 719.08 | |
| | | Voucher: | 9087275784 | 4/3/2019 | INVENTORY PO/ SAFETY SUF | 495.16 | |
| | | | 9087351015 | 4/4/2019 | INVENTORY PO/ SAFETY SUF | 564.81 | 1,779.05 |
| 82560 | 5/14/2019 | 00000185 ALL CITY MANAGEMENT SER#60906 | | 4/10/2019 | SCHOOL CROSSING GUARD | 15,233.85 | 15,233.85 |
| | | Voucher: | | | | | |
| 82561 | 5/14/2019 | 0012002 ALVAREZ, PAULINA | Ref000250375 | 4/17/2019 | UB REFUND CST #00061127 - | 125.50 | 125.50 |
| | | Voucher: | | | | | |
| 82562 | 5/14/2019 | 00003098 AMERINATIONAL COMMUNITY19-00087 | | 2/1/2019 | JAN 2019- LOANS BOARDED , | 129.30 | |
| | | Voucher: | 19-00167 | 3/1/2019 | FEB 2019- LOANS BOARDED , | 109.20 | 238.50 |
| 82563 | 5/14/2019 | 0007290 APW KNOX-SEEMAN | 17082020 | 4/16/2019 | 2- CABIN AIR FILTERS FOR UI | 36.51 | |
| | | Voucher: | 13917858 | 2/25/2019 | 2- CONTROL ARMS FOR RES | 165.30 | 201.81 |
| 82564 | 5/14/2019 | 00003529 AT&T | 9604496558555- | 4/1/2019 | BILLING PRD- 04/01/19-04/30/ | 233.88 | 233.88 |
| | | Voucher: | | | | | |
| 82565 | 5/14/2019 | 00004313 AT&T | 7426796403 | 4/5/2019 | BILLING PRD 03/05/19-04/04/1 | 3,758.62 | 3,758.62 |
| | | Voucher: | | | | | |
| 82566 | 5/14/2019 | 00005075 AT&T | | 4/13/2019 | BAN: 9391034764- BP-03/13/2/1 | 2,633.74 | |
| | | Voucher: | 000012903038 | 4/13/2019 | BAN: 9391034760- BP- 03/13/2 | 35.90 | |
| | | | 000012903041 | 4/13/2019 | BAN: 9391034762- BP-03/13/1/1 | 2,559.64 | |
| | | | 000012903045 | 4/13/2019 | BAN: 9391034761- BP-3/13/20- | 81.27 | |
| | | | 000012903044 | 4/13/2019 | BAN: 9391034758- BP-03/13/2/1 | 20.73 | |
| | | | 000012903043 | 4/13/2019 | BAN: 9391034766- BP-03/13/2/1 | 105.26 | |
| | | | 000012903039 | 4/13/2019 | BAN: 9391034763- BP-03/13/20 | 2,343.96 | |
| | | | 000012836428 | 4/1/2019 | BAN: 9391034759- BP-03/01/2/1 | 39.80 | |
| | | | 12903040 | 4/13/2019 | BAN: 9391034765 - BP - 03/13/ | 1,516.17 | 9,336.47 |

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| 82567 | 5/14/2019 | 00003692 | 875963643X041 | 4/16/2019 | BILLING PRD- 03/09/19-04/08/ | 2,193.73 | 2,193.73 |
| | | Voucher: | | | | | |
| 82568 | 5/14/2019 | 0011336 | 5428 | 4/1/2019 | MARCH 2019 - 2ND YEAR OF | 2,730.00 | 2,730.00 |
| | | Voucher: | | | | | |
| 82569 | 5/14/2019 | 00002469 | UT1000493669 | 4/12/2019 | JAIL SUPPLIES: DISPOSABLE | 320.25 | 574.66 |
| | | Voucher: | UT1000493704 | 4/12/2019 | JAIL SUPPLIES: PILLOW PAW | 254.41 | 987.78 |
| 82570 | 5/14/2019 | 00000651 | 904763975 | 3/20/2019 | SPORTS EQUIPMENT | 987.78 | 987.78 |
| | | Voucher: | | | | | |
| 82571 | 5/14/2019 | 0011469 | CALIFORNIA DENTAL NETWO JAN/FEB & MAR | 1/30/2019 | FEB, MAR & AP 2019- ADJ FC | 108.44 | 108.44 |
| | | Voucher: | | | | | |
| 82572 | 5/14/2019 | 00000847 | CARL WARREN & CO | 3/26/2019 | CLAIM #19-14-40 - CRUZ, ALB | 750.00 | |
| | | Voucher: | 1872276 | 3/26/2019 | CLAIM #19-08-40 - HOYER, JC | 1,125.00 | |
| | | | 1872277 | 3/26/2019 | CLAIM #19-20-40 - GONZALEZ | 375.00 | |
| | | | 1872272 | 3/26/2019 | CLAIM #19-12-40 - ARTEAGA, | 375.00 | |
| | | | 1872273 | 3/26/2019 | CLAIM #19-13-40 - MALDONAI | 375.00 | |
| | | | 1872274 | 3/26/2019 | CLAIM #19-17-40 - XU, YINGH. | 375.00 | |
| | | | 1872270 | 3/26/2019 | CLAIM #19-09-30 - CANIZALE | 750.00 | 4,875.00 |
| | | | 1872271 | 3/26/2019 | CLAIM #19-11-40 - LAGUNAS, | 750.00 | 6,177.64 |
| 82573 | 5/14/2019 | 00000898 | CENTRAL BASIN MUNI WATEFSG-MAR19 | 4/12/2019 | MAR 2019 - WATER USAGE- | 6,177.64 | |
| | | Voucher: | | | | | |
| 82574 | 5/14/2019 | 0006239 | CENTRAL FORD | 4/17/2019 | O-RING FOR UNIT 816 | 1.83 | |
| | | Voucher: | 335065 | 4/10/2019 | FUEL FILLER CAP FOR UNIT . | 37.78 | 39.61 |
| | | | 334660 | 3/31/2019 | MAR 2019 - IT MASTER PLAN | 4,400.00 | 4,400.00 |
| 82575 | 5/14/2019 | 0011708 | CLIENTFIRST TECHNOLOGY 10035 | 4/11/2019 | 04/11/2019- PARKS COMMISS | 75.00 | 75.00 |
| | | Voucher: | | | | | |
| 82576 | 5/14/2019 | 0010904 | CMR: BARRON, JOSHUA | 4/11/2019 | 04/11/2019- PARKS COMMISS | 75.00 | 75.00 |
| | | Voucher: | | | | | |
| 82577 | 5/14/2019 | 00003341 | CMR: CYPERT, JENNIFER | 4/11/2019 | 04/11/2019- PARKS COMMISS | 75.00 | 75.00 |
| | | Voucher: | | | | | |
| 82578 | 5/14/2019 | 0007188 | CMR: HICKLIN, JIM | 4/11/2019 | 04/11/2019- PARKS COMMISS | 75.00 | 75.00 |
| | | Voucher: | | | | | |
| 82579 | 5/14/2019 | 0011966 | CMR: MONTALVO, JOHN ROBI04/11/2019 | 4/11/2019 | 04/11/2019- PARKS COMMISS | 75.00 | 75.00 |
| | | Voucher: | | | | | |
| 82580 | 5/14/2019 | 00001219 | CMR: NIXON, NAOMI | 4/11/2019 | 04/11/2019- PARKS COMMISS | 75.00 | 75.00 |
| | | Voucher: | | | | | |

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| 82581 | 5/14/2019 | 00004583 | CODE PUBLISHING COMPAN163252 | 4/13/2019 | SG MUNICIPAL CODE - WEB I | 152.50 | 152.50 |
| | | Voucher: | | | | | |
| 82582 | 5/14/2019 | 0011922 | CONCENTRA MEDICAL CENT163953358 | 3/27/2019 | 03/20/19-03/22/19 - SANT FE S | 236.50 | |
| | | Voucher: | 64102932 | 4/17/2019 | APRIL 2019 - NEW HIRE PHYS | 795.00 | |
| | | | 64006845 | 4/3/2019 | 03/29/19 - COMMERCE, PHYS | 83.00 | |
| | | | 64010155 | 4/3/2019 | 04/02/19 - SANT FE SPRINGS, | 204.00 | |
| | | | 64052441 | 4/10/2019 | 04/02/19 - SANT FE SPRINGS, | 204.00 | 1,522.50 |
| 82583 | 5/14/2019 | 0012003 | CORDERO, EDDY | 4/17/2019 | UB REFUND CST #00061451 - | 127.06 | 127.06 |
| | | Voucher: | Ref000250376 | | | | |
| 82584 | 5/14/2019 | 00003605 | CUMMINS-ALLISON CORP | 2/28/2019 | 03/25/2019-03/24/2020 - MAIN | 641.80 | |
| | | Voucher: | X4-92731 | | CREDIT FOR TESTER, GAS L | -317.41 | 324.39 |
| 82585 | 5/14/2019 | 00001423 | DAILY JOURNAL CORPORAT163240356 | 4/11/2019 | 2019-20 ANUAL BUDGET HRC | 92.40 | |
| | | Voucher: | B3241602 | 4/11/2019 | DDA 5821 FIRESTONE BLVD - | 235.20 | 327.60 |
| 82586 | 5/14/2019 | 00000314 | DAPEER ROSENBLIT & LITVA115629 | 2/28/2019 | 02/07/19-02/28/19 (NON-CDBG | 265.00 | 265.00 |
| | | Voucher: | | | | | |
| 82587 | 5/14/2019 | 0005392 | DAVID VOLZ DESIGN | 4/4/2019 | THRU 03/31/19 - DESIGN SER | 6,300.00 | |
| | | Voucher: | 421783 | 4/4/2019 | THRU 03/31/19 - DESIGN SER | 3,790.29 | 10,090.29 |
| | | | 421782 | 1/10/2019 | SPECIAL SERVICES 12K DS C | 3,416.40 | 3,416.40 |
| 82588 | 5/14/2019 | 00003724 | DAVIS BLUE PRINT COMPANYDBP13584 | | | | |
| | | Voucher: | | | | | |
| 82589 | 5/14/2019 | 00001565 | DEPT OF JUSTICE-(DOJ) CEN364666 | 4/4/2019 | MAR 2019 - FINGERPRINT AP | 64.00 | |
| | | Voucher: | 367318 | 4/4/2019 | MAR 2019 - FINGERPRINT AP | 360.00 | 424.00 |
| 82590 | 5/14/2019 | 00005009 | DONNOE & ASSOCIATES | 4/10/2019 | TEST RENTAL 2019 POLICE S | 1,070.00 | 1,070.00 |
| | | Voucher: | 7825 | | | | |
| 82591 | 5/14/2019 | 0012005 | DORA LAND | 4/17/2019 | UB REFUND CST #00058329 - | 129.15 | 129.15 |
| | | Voucher: | Ref000250378 | | | | |
| 82592 | 5/14/2019 | 0010742 | EAGLE AVENUE LP | 4/10/2019 | INVENTORY PO/ JANITORIAL | 1,609.08 | 1,609.08 |
| | | Voucher: | 187081 | | | | |
| 82593 | 5/14/2019 | 0011434 | EDGESOFT, INC. | 4/19/2019 | PERMIT AND LICENSING SOF | 28,250.00 | 28,250.00 |
| | | Voucher: | 3074 | | | | |
| 82594 | 5/14/2019 | 00004013 | ELITE OPTICAL CO. | 4/16/2019 | SAFETY GLASSES FOR FRAN | 263.34 | 263.34 |
| | | Voucher: | 1180113 | | | | |
| 82595 | 5/14/2019 | 0011920 | EMP: ALCALA, ADRIAN | 2019 TYLER CO 4/22/2019 | REIMB: HOTEL - 2019 TYLER | 861.00 | 861.00 |
| | | Voucher: | 2019 TYLER CO | | | | |
| 82596 | 5/14/2019 | 00000791 | EMP: CAMPANA, WILLIAM | 03/17/19-03/22/19 | MILEAGE REIMB. & PER DIEM | 309.56 | 309.56 |
| | | Voucher: | 03/17/19-03/22/19 | | | | |

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| 82597 | 5/14/2019 | 0012018 Voucher: | EMP: CARDENAS FRANK, NOI04/14/19-04/19/1 | 4/19/2019 | MILEAGE REIMB.& PER DIEM | 320.58 | 320.58 |
| 82598 | 5/14/2019 | 0011691 Voucher: | EMP: GODINEZ, CESAR | 03/29/2019 | EDU REIMB:EVERYDAY ECON | 1,364.00 | 1,364.00 |
| 82599 | 5/14/2019 | 0011964 Voucher: | EMP: MEDINA, LESLIE | 04/08/2019 | REIMB:CODE BOOKS 2017 LE | 234.22 | 234.22 |
| 82600 | 5/14/2019 | 0012019 Voucher: | EMP: SAO, KIM | 2019 TYLER CO 4/11/2019 | REIMB: HOTEL/TRANSPORTA | 825.33 | 825.33 |
| 82601 | 5/14/2019 | 0010017 Voucher: | ENTERPRISE FM TRUST | FBN3690224 4/3/2019 | APR 2019 - ADMIN LEASED VI | 1,005.22 | |
| | | | | FBN3690047 4/3/2019 | APR 2019 - PD- LEASED VEHI | 1,488.03 | |
| | | | | FBN3690301 4/3/2019 | APR 2019 - PD- LEASED VEHI | 2,895.17 | 5,388.42 |
| 82602 | 5/14/2019 | 00003657 Voucher: | EPC ELECTRIC INC | 1902786 4/4/2019 | GROUND BREAKER | 1,240.00 | 1,240.00 |
| 82603 | 5/14/2019 | 00001988 Voucher: | FAIR HOUSING FOUNDATION MAR 2019 - #9 | 4/9/2019 | MAR 2019 - #9 PERSONNEL R | 2,154.39 | 2,154.39 |
| 82604 | 5/14/2019 | 00000619 Voucher: | FALCON FUELS, INC. | 6567 4/9/2019 | ULTRA LOW SULFUR DIESEL | 4,326.06 | |
| | | | | 6544 4/9/2019 | REGULAR UNLEADED FUEL | 10,539.48 | 14,865.54 |
| 82605 | 5/14/2019 | 00002026 Voucher: | FEDERAL EXPRESS CORPOR6-520-21749 | 4/12/2019 | FEDEX FIRST & PRIORITY OV | 319.76 | |
| | | | | 6-519-23765 4/12/2019 | FEDEX PRIORITY & STANDAF | 82.24 | 402.00 |
| 82606 | 5/14/2019 | 0005869 Voucher: | FERGUSON WATERWORKS | 0669842-1 4/12/2019 | INVENTORY PO/WATER PAR | 1,812.41 | |
| | | | | 0669843 4/1/2019 | INVENTORY PO/WATER PAR | 573.41 | |
| | | | | CM054276 3/13/2019 | CREDIT FOR PARTS REFUND | -214.18 | |
| | | | | 0667428 3/26/2019 | LIDS | 1,345.54 | |
| | | | | 0666775-1 4/11/2019 | INVENTORY PO/WATER PAR | 674.96 | |
| | | | | 0669842 3/7/2019 | INVENTORY PO/WATER PAR | 3,235.02 | |
| | | | | 0666903 4/17/2019 | COUPLING | 17.74 | 7,444.90 |
| 82607 | 5/14/2019 | 0012011 Voucher: | FERNANDEZ, EDNA | Ref000250384 | UB REFUND CST #00032159 - | 694.00 | 694.00 |
| 82608 | 5/14/2019 | 00003770 Voucher: | FLEMING ENVIRONMENTAL IN14741 | 4/11/2019 | APRIL 2019 - DESIGNATED OI | 540.00 | 540.00 |
| 82609 | 5/14/2019 | 0008331 Voucher: | FORENSIC NURSE RESPONS03-24-19 | 4/1/2019 | SART EXAM- AGENCY CASE# | 1,020.00 | 1,020.00 |
| 82610 | 5/14/2019 | 0006579 Voucher: | FORENSIC NURSE SPECIALIS4350 | 4/1/2019 | START EXAM (CASE #19-0301 | 800.00 | 800.00 |

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| 82611 | 5/14/2019 | 0010237 | FRONTIER COMMUNICATIONS | 562-5327-0 | 4/19/2019 | BILLING- 04/19/19-05/18/19 | 53.57 |
| | | Voucher: | | 562-928-0039-0 | 4/25/2019 | BILLING - 04/25/19-05/24/19 | 125.31 |
| | | | | 562-923-9514-0 | 4/10/2019 | BILLING - 04/10/19-05/09/19 | 109.38 |
| | | | | 209-057-1084-0 | 4/1/2019 | BILLING- 04/01/19-04/30/19 | 108.26 |
| 82612 | 5/14/2019 | 0012007 | GARCIA, HELEN | Ref000250380 | 4/17/2019 | UB REFUND CST #00062861 - | 144.19 |
| | | Voucher: | | 013-900-7300-3 | 4/19/2019 | BILLING PRD- 03/19/19 -04/17, | 1,220.81 |
| | | | | 045 400 7300 6-1 | 4/16/2019 | BILLING PRD- 03/14/19 -04/12, | 38.73 |
| | | | | 130 500 9400 5-1 | 4/15/2019 | BILLING PRD- 03/13/19 -04/11/ | 225.86 |
| | | | | 134 700 9400 7-1 | 4/15/2019 | BILLING PRD- 03/15/19 -04/11/ | 102.46 |
| | | | | 013 900 7300 3-1 | 4/16/2019 | BILLING PRD- 03/14/19 -04/12, | 1,028.21 |
| | | | | 186 100 7200 3-1 | 4/16/2019 | BILLING PRD- 03/14/19 -04/12, | 624.79 |
| | | | | 094 300 7500 3-1 | 4/18/2019 | BILLING PRD- 03/18/19 -04/16, | 298.25 |
| | | | | 102 000 8100 7-1 | 4/15/2019 | BILLING PRD- 03/13/19 -04/11/ | 166.36 |
| | | | | 113 798 0362 7-1 | 4/2/2019 | BILLING PRD- 03/01/19 -04/01, | 5,102.69 |
| | | | | 083 407 6536 4 1 | 4/24/2019 | BILLING PRD- 03/22/19 -04/22, | 29.69 |
| | | | | 126 300 9600 1-1 | 4/16/2019 | BILLING PRD- 03/14/19 -04/12, | 36.93 |
| | | | | 049 200 7902 9-1 | 4/17/2019 | BILLING PRD- 03/15/19 -04/15, | 114.67 |
| | | | | 115 800 9600 3-1 | 4/16/2019 | BILLING PRD- 03/14/19 -04/12, | 2,787.69 |
| | | | | 132 600 9400 1-1 | 4/15/2019 | BILLING PRD- 03/13/19 -04/11/ | 29.73 |
| 82614 | 5/14/2019 | 0010016 | GLOBAL PARATRANSIT INC. | 111819-09 | 4/10/2019 | FIXED ROUTE (GATE) TRANS | 58,640.51 |
| | | Voucher: | | SPRING 2019 | 4/18/2019 | SOCCER- 03/27/2019-05/27/20 | 3,177.90 |
| 82615 | 5/14/2019 | 0006852 | GOALS SOCCER CENTER | | | | |
| | | Voucher: | | 33744100000 | 4/24/2019 | BILLING PRD- 03/04/2019 - 04, | 269.14 |
| | | | | 73744100006-04 | 4/3/2019 | BILLING PRD- 03/04/2019 -04/1 | 141.36 |
| | | | | 32809400008-04 | 4/3/2019 | BILLING PRD-3/04/2019 - 04/0, | 44.57 |
| | | | | 29007447310-04 | 4/26/2019 | BILLING PRD- 03/05/2019 - 04, | 56.46 |
| | | | | 53744100008-04 | 4/24/2019 | BILLING PRD-03/04/19-04/04/1 | 193.96 |
| | | | | 63744100007-04 | 4/24/2019 | BILLING PRD- 03/05/2019 - 04, | 591.63 |
| | | | | 9134701672 | 4/2/2019 | BUSHING | 9.91 |
| | | | | 9099252174 | 2/26/2019 | BLANK KEYS FOR FACILITIES | 24.15 |
| | | | | 9099384456 | 2/26/2019 | CORDLESS IMPACT WITH BA | 274.52 |
| | | | | 9136974970 | | CREDIT FOR PARTS REFUND | -1.23 |
| 82617 | 5/14/2019 | 00002890 | GRAINGER | | | | |
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| 82618 | 5/14/2019 | 0009528 GRIFFITH COMPANY | 014 | 4/1/2019 | 02/16/19-03/15/19-PROF SRVS | 241,539.06 | 241,539.06 |
| | | Voucher: | | | | | |
| 82619 | 5/14/2019 | 0011995 H AND M FOUNDRY INC | Ref000250368 | 4/17/2019 | UB REFUND CST #00032261 - | 40.00 | 40.00 |
| | | Voucher: | | | | | |
| 82620 | 5/14/2019 | 0011526 HASA, INC. | 634965 | 4/11/2019 | MULTI CHLOR | 373.75 | |
| | | Voucher: | 634968 | 4/11/2019 | MULTI CHLOR | 323.91 | |
| | | | 634966 | 4/11/2019 | MULTI CHLOR | 186.87 | |
| | | | 634967 | 4/11/2019 | MULTI CHLOR | 400.21 | |
| | | | 634969 | 4/11/2019 | MULTI CHLOR | 735.04 | 2,019.78 |
| 82621 | 5/14/2019 | 0009879 HDL COREN & CONE | 0026477-IN | 4/26/2019 | APRIL-JUNE 2019 - CONTRAC | 3,375.00 | 3,375.00 |
| | | Voucher: | | | | | |
| 82622 | 5/14/2019 | 00000268 HOME DEPOT CREDIT SERVI | 3351418 | 3/21/2019 | WATER - MISC SUPPLIES | 9.06 | 9.06 |
| | | Voucher: | | | | | |
| 82623 | 5/14/2019 | 00000647 HONEYWELL INTERNATIONAL | 5247004943 | 1/22/2019 | REPLAIR CONDITIONER - WE | 19,048.16 | 19,048.16 |
| | | Voucher: | | | | | |
| 82624 | 5/14/2019 | 0011999 HORNY, CONNIE | Ref000250372 | 4/17/2019 | UB REFUND CST #00037099 - | 101.77 | 101.77 |
| | | Voucher: | | | | | |
| 82625 | 5/14/2019 | 0008655 HYDROSCIENTIFIC WEST | 2055 | 4/17/2019 | AS-NEEDED TECH SUPPORT | 4,547.71 | 4,547.71 |
| | | Voucher: | | | | | |
| 82626 | 5/14/2019 | 00001105 ICMA | 945181 | 5/1/2019 | MEMBERSHIP RENEWAL - VIK | 175.00 | 175.00 |
| | | Voucher: | | | | | |
| 82627 | 5/14/2019 | 00002399 ICRMA | 3170 | 4/17/2019 | ICRMA 2018 PROPERTY APPF | 2,857.12 | 2,857.12 |
| | | Voucher: | | | | | |
| 82628 | 5/14/2019 | 00004578 INTERWEST CONSULTING | GF46106 | 12/27/2018 | DEC 2018 - 4TH REVIEW (TO | 95.00 | |
| | | Voucher: | 48432 | 4/2/2019 | APRIL 2019 - ADDITIONAL RE | 95.00 | |
| | | | 48890 | 4/22/2019 | MARCH 2019 - BUILDING & S/ | 6,579.77 | |
| | | | 48239 | 3/26/2019 | FEB 2019- PLAN CHECK SER' | 8,132.50 | 14,902.27 |
| | | | 1758 | 4/12/2019 | INVENTORY PO/ SHOVELS | 1,298.86 | 1,298.86 |
| 82629 | 5/14/2019 | 00003065 J.G. TUCKER & SON INC. | | | | | |
| | | Voucher: | | | | | |
| 82630 | 5/14/2019 | 0008222 JCL TRAFFIC SERVICES | 99696 | 4/5/2019 | SIGNS FOR ST DIV | 148.69 | 148.69 |
| | | Voucher: | | | | | |
| 82631 | 5/14/2019 | 0009455 JMD | 002 (18-179) | 10/31/2018 | OCT 2018 - PROFESSIONAL E | 6,543.00 | |
| | | Voucher: | 001 (18-159) | 9/30/2018 | SEP 2018 - PROFESSIONAL E | 9,546.00 | |
| | | | 003 (18-193) | 11/30/2018 | NOV 2018 - PROFESSIONAL E | 284.00 | 16,373.00 |

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| 82632 | 5/14/2019 | 0005586 Voucher: | JOE A. GONSALVES & SONS 157386 | 4/19/2019 | MAY 2019 - LEGISLATIVE ADV | 2,500.00 | 2,500.00 |
| 82633 | 5/14/2019 | 00005175 Voucher: | LA COUNTY METROPOLITAN 103618 | 4/4/2019 | TAP BUS PASSES - MARCH 2019 | 6,637.00 | 6,637.00 |
| 82634 | 5/14/2019 | 0006905 Voucher: | LA COUNTY SHERIFF'S DEPT 193286BL | 4/9/2019 | MARCH 2019 - FOOD FOR JAIL | 1,145.65 | 1,145.65 |
| 82635 | 5/14/2019 | 0011997 Voucher: | LAM, KIM Ref000250370 | 4/17/2019 | UB REFUND CST #00060684 - | 55.21 | 55.21 |
| 82636 | 5/14/2019 | 00004292 Voucher: | LEVERAGE INFORMATION SY 1930773 | 4/10/2019 | RENEWAL- ANNUAL MAINTENANCE | 1,107.68 | |
| 82637 | 5/14/2019 | 0011203 Voucher: | MARCO POWER EQUIPMENT 20193421 | 3/14/2019 | INSTALL NEW CAMERA/USEF | 1,764.23 | 2,871.91 |
| 82638 | 5/14/2019 | 0011962 Voucher: | MCA DIRECT 20193399 | 4/9/2019 | MAINTENANCE OF WEED EATING | 58.95 | |
| 82639 | 5/14/2019 | 00004060 Voucher: | MCMaster-CARR SUPPLY C190766344 | 3/13/2019 | EQUIPMENT FOR STREET DIRT | 178.53 | 237.48 |
| 82640 | 5/14/2019 | 0011994 Voucher: | MEZA, ANAIZ 2019011 | 4/5/2019 | MINUTE BOOK PAPER | 231.86 | 231.86 |
| 82641 | 5/14/2019 | 0009325 Voucher: | MIKE GIBSON MANUFACTURING P013 | 4/1/2019 | WATER SUPPLIES | 41.71 | |
| 82642 | 5/14/2019 | 00000447 Voucher: | MISC - BLDG PERMITS 19-000-249-8107 | 4/1/2019 | VARIOUS WATER SUPPLIES | 384.97 | 426.68 |
| 82643 | 5/14/2019 | 00000447 Voucher: | MISC - BLDG PERMITS 19-000-419 CAS | 4/17/2019 | UB REFUND CST #00062144 - | 38.66 | 38.66 |
| 82644 | 5/14/2019 | 00000447 Voucher: | MISC - BLDG PERMITS 18-002-527 SOS | 4/8/2019 | METAL TARGET- GRAVITY MC | 609.76 | 609.76 |
| 82645 | 5/14/2019 | 00003356 Voucher: | MISC - LIABILITY CLAIMS 19-19-40 ROMEI | 4/8/2019 | REFUND PERMIT APP. 19-00C | 188.00 | 188.00 |
| 82646 | 5/14/2019 | 00000170 Voucher: | MISC - PKS & REC REFUND 160569 | 4/8/2019 | REFUND PERMIT APP. 19-00C | 63.00 | 63.00 |
| 82647 | 5/14/2019 | 00000170 Voucher: | MISC - PKS & REC REFUND 172674 MARTIN | 4/8/2019 | REFUND PERMIT APP. 18-002 | 63.00 | 63.00 |
| 82648 | 5/14/2019 | 00000170 Voucher: | MISC - PKS & REC REFUND 161619 DEBORJ | 1/18/2019 | CLAIM# 19-19-40 ESMERALDA/ | 1,391.01 | 1,391.01 |
| | | | | 4/8/2019 | 160569-REFUND:FACILITY FE | 2,362.00 | 2,362.00 |
| | | | | 4/11/2019 | 172674 + 174095 REFUND: FA | 949.00 | 949.00 |
| | | | | 3/25/2019 | RI-CK# 82380 161619-REFUND | 45.00 | 45.00 |

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| 82649 | 5/14/2019 | 00000170 | MISC - PKS & REC REFUND 169719 CAVADA | 4/1/2019 | RI CK# 82380 169719-REFUND | 45.00 | 45.00 |
| | Voucher: | | | | | | |
| 82650 | 5/14/2019 | 00000170 | MISC - PKS & REC REFUND 171010 | 4/10/2019 | 171010-REFUND:TRIP TO FLE | 45.00 | 45.00 |
| | Voucher: | | | | | | |
| 82651 | 5/14/2019 | 00000170 | MISC - PKS & REC REFUND 176035 BARRET | 4/2/2019 | RI CK# 82380 176035- REFUN | 43.00 | 43.00 |
| | Voucher: | | | | | | |
| 82652 | 5/14/2019 | 00000170 | MISC - PKS & REC REFUND 174828 AQUINC | 4/4/2019 | 174828-REFUND:MEXICAN FC | 43.00 | 43.00 |
| | Voucher: | | | | | | |
| 82653 | 5/14/2019 | 00000170 | MISC - PKS & REC REFUND 171090 DUENAS | 4/10/2019 | 171090-REFUND:TRIP TO FLE | 30.00 | 30.00 |
| | Voucher: | | | | | | |
| 82654 | 5/14/2019 | 00000170 | MISC - PKS & REC REFUND 171015 CASTRE | 4/10/2019 | 171015-REFUND: TRIP-FLEA I | 15.00 | 15.00 |
| | Voucher: | | | | | | |
| 82655 | 5/14/2019 | 00003458 | MISC - PUBLIC WORKS 807177-ALVARE | 4/1/2019 | 807177-ALVAREZ, CIRO REIM | 972.01 | |
| | Voucher: | | | | | | |
| 82656 | 5/14/2019 | 0011996 | MONTES, DANIEL Ref000250369 | 4/17/2019 | 807741-MARCIA, GUSTAVO-R UB REFUND CST #00053946 - | 2,135.29 52.97 | 3,107.30 52.97 |
| | Voucher: | | | | | | |
| 82657 | 5/14/2019 | 0007720 | MRI SOFTWARE, LLC. HSN8Y55KRHM | 4/10/2019 | PIC TRAINING-LONG BEACH | 340.00 | |
| | Voucher: | | | | | | |
| 82658 | 5/14/2019 | 0008506 | MUNITEMPS HPN983VTGL | 4/10/2019 | PIC TRAINING-LONG BEACH | 340.00 | |
| | Voucher: | | | | | | |
| 82659 | 5/14/2019 | 00004620 | MUTUAL LIQUID GAS & EQUIF388910 | 4/2/2019 | PIC TRAINING-LONG BEACH | 340.00 | |
| | Voucher: | | | | | | |
| 82660 | 5/14/2019 | 0009426 | MV CHENG & ASSOCIATES, IN4/30/2019 | 4/19/2019 | HR ANALYST- TAYLOR, TIMO | 3,689.00 | |
| | Voucher: | | | | | | |
| 82661 | 5/14/2019 | 0011779 | NACHO AUTOMOTIVE REPAIR25150 | 3/8/2019 | 02/18/19-02/28/19 - PW PROJE | 7,000.00 | |
| | Voucher: | | | | | | |
| 82662 | 5/14/2019 | 00004474 | NATIONAL EMBROIDERED EM383103 | 4/2/2019 | PROPANE GAS AND COMPLI/ | 696.05 | |
| | Voucher: | | | | | | |
| 82663 | 5/14/2019 | 00004200 | NATIONAL PLANT SERVICES, 14554-1 | 4/9/2019 | PROPANE GAS AND COMPLI/ | 749.65 | |
| | Voucher: | | | | | | |
| 82664 | 5/14/2019 | 0009990 | NATURE'S SELECT PET FOOD3217 | 4/16/2019 | PROPANE GAS AND COMPLI/ | 695.36 | |
| | Voucher: | | | | | | |
| 82665 | 5/14/2019 | 0011779 | NACHO AUTOMOTIVE REPAIR25150 | 4/30/2019 | APRIL 2019 - INTERIM SR. AC | 12,670.00 | |
| | Voucher: | | | | | | |
| 82666 | 5/14/2019 | 0011779 | NACHO AUTOMOTIVE REPAIR25150 | 4/11/2019 | SMOG INSPECTION- UNIT 13: | 35.00 | |
| | Voucher: | | | | | | |
| 82667 | 5/14/2019 | 00004474 | NATIONAL EMBROIDERED EM383103 | 4/17/2019 | INVENTORY PO/ FLAGS EMBI | 402.54 | |
| | Voucher: | | | | | | |
| 82668 | 5/14/2019 | 00004200 | NATIONAL PLANT SERVICES, 14554-1 | 1/25/2019 | CCTV SERVICES | 4,700.00 | |
| | Voucher: | | | | | | |
| 82669 | 5/14/2019 | 0009990 | NATURE'S SELECT PET FOOD3217 | 3/28/2019 | DOG FOOD SUPPLIER | 90.08 | |
| | Voucher: | | | | | | |

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 82665 | 5/14/2019 | 0012004 NAVAR, EZEQUIEL Voucher: | Ref000250377 | 4/17/2019 | UB REFUND CST #00062817 - | 128.89 | 128.89 |
| 82666 | 5/14/2019 | 0009216 ONESOURCE DISTRIBUTORS Voucher: | S6104815.001 | 3/18/2019 | BUILDING ELECTRICAL | 106.30 | 106.30 |
| 82667 | 5/14/2019 | 0007984 O'REILLY AUTO PARTS Voucher: | 3063-253574 3063-254439 3063-255543 3063-259393 3063-264044 3063-253404 3063-282585 3063-282630 3063-282843 3063-282887 3063-282869 3063-283774 3063-281142 3063-282599 3063-282808 3063-270713 3063-239140 3063-246284 3063-251407 | 10/16/2018 4/9/2019 4/9/2019 4/11/2019 4/11/2019 4/11/2019 4/16/2019 4/1/2019 4/9/2019 4/11/2019 4/11/2019 4/11/2019 4/16/2019 4/1/2019 4/9/2019 4/11/2019 | CREDIT FOR PARTS REFUND CREDIT FOR PARTS REFUND CREDIT FOR PARTS REFUND CREDIT FOR PARTS REFUND CREDIT FOR PARTS REFUND AC/HEATER BLOWER WHEEL TIRE PRESSURE MONITOR S 2KITS. SWAY BAR LINK FOR I 4- OIL FILTERS FOR UNIT 118 AIR FILTER FOR UNIT 134 3SETS. BRAKE PADS FOR UN 2- BALL JOINTS FOR UNIT 18; TIRE TUBE FOR UNIT 461 AIR FILTER FOR STREET SW 3 SETS. BRAKE PADS FOR RI CREDIT FOR PARTS REFUND CREDIT FOR PARTS REFUND CREDIT FOR PARTS REFUND CREDIT FOR PARTS REFUND 1M #9 A/R RETURN ENVELOF | -69.02 -72.77 -18.00 -219.27 -6.41 21.30 101.35 30.58 22.49 22.11 264.63 122.36 20.94 115.16 254.71 -124.27 -43.91 -80.24 -12.99 347.29 | 328.75 347.29 |
| 82668 | 5/14/2019 | 00002817 OSCAR'S PRINTING INC. Voucher: | 4868 | 4/10/2019 | | 347.29 | 347.29 |
| 82669 | 5/14/2019 | 0011294 PARKWOOD LANDSCAPE Voucher: | 3070 3175 | 2/28/2019 3/31/2019 | FEB 2019 - ANNUAL LANDSC/ MAR 2019 - ANNUAL LANDSC | 20,777.00 20,777.00 | 41,554.00 |
| 82670 | 5/14/2019 | 0012016 PD: ACEVES, LINDA Voucher: | 1-2532 | 4/4/2019 | MILAGE: 135 @ 0.58/MILE (WI | 118.30 | 118.30 |
| 82671 | 5/14/2019 | 0012014 PD: CERON, JASMINE Voucher: | 1-2532 | 4/4/2019 | MILAGE: 135 @ 0.58/MILE (WI | 118.30 | 118.30 |
| 82672 | 5/14/2019 | 0011470 PD: DIAZ, NICOLE Voucher: | 1-2532 | 4/4/2019 | MILAGE: 135 @ 0.58/MILE (WI | 118.30 | 118.30 |
| 82673 | 5/14/2019 | 0011707 PD: DINH, MARTIN Voucher: | 1-2524-RI | 3/21/2019 | RI CK# 82238 TRNG: MEALS / | 266.26 | 266.26 |

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| 82674 | 5/14/2019 | 0012017 | 0012017 | 4/4/2019 | MILAGE: 135 @ 0.58/MILE (WI | 118.30 | 118.30 |
| | Voucher: | | | | | | |
| 82675 | 5/14/2019 | 0012015 | 1-2532 | 4/4/2019 | MILAGE: 135. @ 0.58/MILE (WV | 118.30 | 118.30 |
| | Voucher: | | | | | | |
| 82676 | 5/14/2019 | 0012001 | Ref000250374 | 4/17/2019 | UB REFUND CST #00062401 - | 102.72 | 102.72 |
| | Voucher: | | | | | | |
| 82677 | 5/14/2019 | 0012000 | Ref000250373 | 4/17/2019 | UB REFUND CST #00055214 - | 102.49 | 102.49 |
| | Voucher: | | | | | | |
| 82678 | 5/14/2019 | 00004717 | | 4/17/2019 | PETTY CASH- GENERAL FUNI(03/21/19-04/17/1 | 459.35 | 459.35 |
| | Voucher: | | | | | | |
| 82679 | 5/14/2019 | 00002335 | 3103051047 | 3/30/2019 | POSTAGE MACHINE LEASE- (| 1,341.92 | 1,341.92 |
| | Voucher: | | | | | | |
| 82680 | 5/14/2019 | 00001921 | SPRING 2019 | 4/15/2019 | PIANO/GUITAR CLASSES- 0: | 1,206.64 | 1,206.64 |
| | Voucher: | | | | | | |
| 82681 | 5/14/2019 | 00004271 | SPRING 2019 | 4/15/2019 | TAPTUMBLING/DANCE/BABY | 6,020.56 | 6,020.56 |
| | Voucher: | | | | | | |
| 82682 | 5/14/2019 | 00001643 | SPRING 2019 | 4/15/2019 | BALLET/MEX FOLK CLASSES | 2,514.08 | 2,514.08 |
| | Voucher: | | | | | | |
| 82683 | 5/14/2019 | 0005732 | SPRING 2019 | 4/15/2019 | CHEERLEADING- 03/27/2019- | 1,157.80 | 1,157.80 |
| | Voucher: | | | | | | |
| 82684 | 5/14/2019 | 0006250 | SPRING 2019 | 4/8/2019 | TENNIS LESSONS- 04/01/201! | 1,312.00 | 1,312.00 |
| | Voucher: | | | | | | |
| 82685 | 5/14/2019 | 0008741 | SPRING 2019 | 4/15/2019 | ART / FASHION CLASSES- 03, | 694.68 | 694.68 |
| | Voucher: | | | | | | |
| 82686 | 5/14/2019 | 00003708 | SPRING 2019 | 4/15/2019 | MEX. FOLK CLASSES- 03/27/2 | 1,389.36 | 1,389.36 |
| | Voucher: | | | | | | |
| 82687 | 5/14/2019 | 00004391 | PK: PYRO SPECTACULARS, INJUL 4TH,2019-D | 4/11/2019 | 2019 - FIREWORKS SHOW FC | 9,500.00 | 14,500.00 |
| | Voucher: | | | | | | |
| 82688 | 5/14/2019 | 0009212 | 56175 | 3/18/2019 | FIREWORKS SHOW FOR AZA | 5,000.00 | 175.30 |
| | Voucher: | | | | | | |
| 82689 | 5/14/2019 | 00003721 | PK: RAMOS, GUNTHER H. AL(SPRING 2019 | 4/15/2019 | DOG OBEDIENCE - 04/06/201! | 1,140.88 | 1,140.88 |
| | Voucher: | | | | | | |
| 82690 | 5/14/2019 | 00000488 | PLUMBERS DEPOT INC. PD-41346 | 3/21/2019 | GAPVAX REPAIR AND PARTS | 127.49 | 127.49 |
| | Voucher: | | | | | | |
| | PRAXAIR DISTRIBUTION, INC.88349817 | | | | | | |
| | 3/21/2019 CYLINDER RENTAL | | | | | | |

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| 82691 | 5/14/2019 | 00001322 PVP COMMUNICATIONS INC. Voucher: | 125483 | 3/28/2019 | SHARK EVO-ONE MODULAR | 2,806.96 | 2,806.96 |
| 82692 | 5/14/2019 | 0005572 QUINN POWER SYSTEMS Voucher: | WO370148115 WO390009560 WO390009561 WO370147802 | 4/11/2019 3/28/2019 3/28/2019 3/22/2019 | GENERATORS - ELECTRICAL GENERATORS - TEST TRANS GENERATORS - TEST TRANS GENERATORS - ANNUAL SEF | 792.49 755.00 755.00 1,394.81 | 3,697.30 |
| 82693 | 5/14/2019 | 00000416 RAPID-O-PRINT Voucher: | 17008 | 3/20/2019 | "WATER PAYMENT METHODS | 325.24 | |
| 82694 | 5/14/2019 | 0011545 RELX, INC. Voucher: | 17240 | 4/11/2019 | 1000 CERTIFICATES OF APPF | 1,890.79 | 2,216.03 |
| 82695 | 5/14/2019 | 0011998 ROBERTS, LISA Voucher: | 1431080-201903 | 3/31/2019 | MAR 2019 - MONTHLY SUBSC | 732.45 | 732.45 |
| 82696 | 5/14/2019 | 0007826 RON'S MAINTENANCE, INC. Voucher: | Ref000250371 | 4/17/2019 | UB REFUND CST #00062359 - | 57.28 | 57.28 |
| 82697 | 5/14/2019 | 0007637 RSG, INC Voucher: | 639 | 4/23/2019 | MAINTENANCE OF BASINS | 14,840.00 | 14,840.00 |
| 82698 | 5/14/2019 | 0012008 RUIZ, JAVIER Voucher: | I004427-RI I004664 I004675 I004674 I004659 I004661 I004660 I004662 | 1/31/2019 3/31/2019 3/31/2019 3/31/2019 3/31/2019 3/31/2019 3/31/2019 3/31/2019 | RI CK# 81846 RELOCATION - MARCH 2019 - RSG1925-9019 PRJ: PLANNING COMMISSIOI MARCH 2019 - RSG2037-EL C MARCH 2019 - RSG1878-8640 MARCH 2019 - RSG1881-INCL MARCH 2019 - RSG1879 9001 MARCH 2019 - RSG1882-SUC | 7,175.00 1,751.25 940.00 325.00 1,273.75 2,996.25 7,550.00 2,598.75 | 24,610.00 154.21 |
| 82699 | 5/14/2019 | 00004821 S & J SUPPLY COMPANY, INC. Voucher: | S100132057.001 S100131567.001 S100132056.001 | 4/10/2019 3/28/2019 4/10/2019 | WATER SUPPLIES VARIOUS WATER SUPPLIES VARIOUS SUPPLIES | 307.23 508.10 117.27 | 932.60 |
| 82700 | 5/14/2019 | 00003882 S A RENTERIA AUTO PARTS Voucher: | C426307 C426439 C425964 | 4/10/2019 4/15/2019 4/1/2019 | SPARK PLUGS AND WIRES FI WATER PUMP AND THERMOI FAN CLUTCH FOR UNIT 446 | 87.85 205.46 73.74 | 367.05 |
| 82701 | 5/14/2019 | 0006697 SAFARILAND Voucher: | I010-200468 | 3/29/2019 | SPIT MASK FOR SGT UNIT | 47.76 | |
| 82702 | 5/14/2019 | 0010999 SAFNA ENGINEERING Voucher: | I010-199351 SSG201903 | 3/26/2019 4/4/2019 | 20 PACKS- 3 X 5 BACKING C/ MAR 2019 - AMEND NO. 1 - AC | 210.21 17,255.00 | 17,255.00 |

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| 82703 | 5/14/2019 | 00000322 SAM'S CLUB | 004805 | 4/2/2019 | REFRESHMENTS FOR C.E.R. | 43.77 | 93.23 |
| | | Voucher: | 004751 | 4/2/2019 | SENIOR EVENT SUPPLIES | 49.46 | |
| 82704 | 5/14/2019 | 0012010 SANCHEZ, CATALINA | Ref000250383 | 4/17/2019 | UB REFUND CST #00030041 - | 205.40 | 205.40 |
| | | Voucher: | | | | | |
| 82705 | 5/14/2019 | 0005808 SCOTCH PAINT CORPORATIO | 461 | 4/8/2019 | INVENTORY PO/PAINT | 5,377.91 | 5,377.91 |
| | | Voucher: | | | | | |
| 82706 | 5/14/2019 | 0008973 SCOTT ROBINSON CHRYSLER | 141843 | 4/10/2019 | BRAKE BOOSTER FOR UNIT | 157.68 | 121.47 |
| | | Voucher: | CM137132 | | CREDIT FOR PARTS REFUND | -36.21 | |
| 82707 | 5/14/2019 | 0010623 SECTRAN SECURITY INC. | 19040414 | 4/1/2019 | APRIL 2019- ARMORED TRUC | 296.09 | 296.09 |
| | | Voucher: | | | | | |
| 82708 | 5/14/2019 | 00004834 SECURITY SIGNAL DEVICES | R-00112971 | 3/12/2019 | SSD-FY 2018-19 ANNUAL SVC | 7,876.30 | 21,489.58 |
| | | Voucher: | R-00111893 | 3/12/2019 | SSD-FY 2018/19 CONTRACT F | 6,442.72 | 72.00 |
| | | | R-00116735 | 3/12/2019 | SSD - FY 2018-19 CONTRACT | 6,892.56 | |
| | | | S-01001258 | 3/12/2019 | REPAIR HOLDUP/PANIC BUTT | 278.00 | |
| | | | 8126994637 | 3/31/2019 | MAR 2019 SHREDDING OF D | 72.00 | |
| 82709 | 5/14/2019 | 00002616 SHRED-IT US JV LLC | | | | | |
| | | Voucher: | | | | | |
| 82710 | 5/14/2019 | 00004874 SO GATE CHAMBER OF COM | 000320 | 4/18/2019 | FY 2018/19-2ND QUARTER PA | 10,000.00 | 20,000.00 |
| | | Voucher: | 000321 | 4/18/2019 | FY 2018/19-3RD QUARTER PA | 10,000.00 | |
| 82711 | 5/14/2019 | 00004873 SOUTH GATE CAR WASH INC | 147 | 4/3/2019 | CAR WASH SRVS JAN-MARCI | 640.00 | 1,055.00 |
| | | Voucher: | 146 | 4/4/2019 | CAR WASH SRVS DEC 2018-J | 415.00 | 510.01 |
| 82712 | 5/14/2019 | 0009420 SPARKLETT'S | 15758432 04051 | 4/5/2019 | 04/05/19 CUST ACCT#: 69759 | 510.01 | |
| | | Voucher: | | | | | |
| 82713 | 5/14/2019 | 00004004 SPICERS PAPER, INC. | 2152502 | 4/4/2019 | INVENTORY PO/ COPY PAPEI | 3,189.31 | 3,189.31 |
| | | Voucher: | | | | | |
| 82714 | 5/14/2019 | 00001068 STATE CONTROLLER'S OFFIC | FAUD-00001825 | 4/15/2019 | ANNUAL STREET REPORT FY | 2,448.19 | 2,448.19 |
| | | Voucher: | | | | | |
| 82715 | 5/14/2019 | 00004908 STATUS ONE MEDICAL INC | 56760 | 4/11/2019 | FIRST AID SUPPLIES | 172.93 | 172.93 |
| | | Voucher: | | | | | |
| 82716 | 5/14/2019 | 0008771 STETSON ENGINEERS INC. | 2487-601 | 3/25/2019 | PROF SRV THROUGH 02/28/2 | 2,022.90 | 2,022.90 |
| | | Voucher: | | | | | |
| 82717 | 5/14/2019 | 0011971 SWIFT TACTICAL | STTL190417 | 4/18/2019 | TRAINING- TACTICAL EMERG | 6,850.00 | 6,850.00 |
| | | Voucher: | | | | | |
| 82718 | 5/14/2019 | 0009039 TETRA TECH | 51433982 | 4/22/2019 | P/E 03/29/2019 - PRJ# 194-60E | 3,642.62 | 3,642.62 |
| | | Voucher: | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|---|-----------------|-----------|-------------------------------|-------------|-------------|
| 82719 | 5/14/2019 | 0008958 THE ARROYO GROUP | 9833 | 3/15/2019 | 01/23/19-03/12/19-CONSLTN S | 4,312.00 | |
| | | Voucher: | 9834 | 3/15/2019 | 01/23/19-03/12/19-CONSLTN S | 4,363.26 | 8,675.26 |
| 82720 | 5/14/2019 | 00003851 THOMSON REUTERS | 840061987 | 4/1/2019 | MAR 2019- WEST INFORMATI | 394.00 | 394.00 |
| | | Voucher: | | | | | |
| 82721 | 5/14/2019 | 0008153 TIME WARNER CABLE- | 071969104219 | 4/2/2019 | ACCT# 8448 30 017 0719691 - | 105.75 | |
| | | Voucher: | 0008335031919 | 3/19/2019 | ACCT# 844830 017 0008335- C | 161.26 | 267.01 |
| 82722 | 5/14/2019 | 0011640 TIREHUB, LLC | 7451759 | 4/11/2019 | 4- TIRES FOR UNIT 118 | 344.02 | |
| | | Voucher: | 7450487 | 4/11/2019 | 4- TIRES FOR UNIT 134 | 604.92 | |
| | | | 7511749 | 4/15/2019 | 2- TIRES FOR UNIT 448 | 302.15 | 1,251.09 |
| 82723 | 5/14/2019 | 00003438 TRANS UNION-SOUTHERN C/03905643 | | 3/25/2019 | CREDIT CHECKS- PERIOD: 0; | 27.64 | 27.64 |
| | | Voucher: | | | | | |
| 82724 | 5/14/2019 | 0008005 U.S. BANK-PARS ACCT#67460JUN 2019- R.BA | | 6/1/2019 | JUN 2019- RON BATES- PARS | 160.00 | |
| | | Voucher: | | 6/1/2019 | JUN 2019- M.MOSTAHKAMI - I | 680.00 | |
| | | | | 6/1/2019 | JUN 2019- KEN LOUIE- PARS- | 550.00 | |
| | | | | 6/1/2019 | PARS SUPPLMNTL RETIREMT | 5,618.97 | 7,008.97 |
| 82725 | 5/14/2019 | 0005474 U.S. HEALTHWORKS MEDICAL | 151560199 | 10/3/2018 | 1ST AID SRV: 10/03/18 - GUTII | 461.88 | |
| | | Voucher: | 3489930-CA | 4/3/2019 | FULL TIME EXAM AND HEPAT | 340.50 | 802.38 |
| 82726 | 5/14/2019 | 00000505 U.S. POSTAL SERVICE | PI-2280-2019 | 3/20/2019 | PERMIT TYPE#: PI-2280 - ST | 235.00 | 235.00 |
| | | Voucher: | | | | | |
| 82727 | 5/14/2019 | 00001928 U.S. POSTAL SVC/PITNEY BOWEN | | 6/1/2019 | POSTAGE- JUNE 2019 | 2,500.00 | 2,500.00 |
| | | Voucher: | | | | | |
| 82728 | 5/14/2019 | 00004964 UNDERGROUND SERVICE AL | 320190186 | 4/1/2019 | DIG ALERTS- 355 TICKETS & | 595.75 | |
| | | Voucher: | 18DSBFEE1361 | 4/1/2019 | CA STATE FEE FOR REG COS | 228.48 | 824.23 |
| 82729 | 5/14/2019 | 0011926 URM TECHNOLOGIES, INC. | 0043348 | 3/31/2019 | MARCH 2019 - MISC/... DOCU | 59.54 | |
| | | Voucher: | 0043345 | 3/31/2019 | MARCH 2019 - ACCNT DOCU | 96.14 | |
| | | | 0043346 | 3/31/2019 | MARCH 2019 - AP DOCUMENT | 37.86 | |
| | | | 0043347 | 3/31/2019 | MARCH 2019 - AR DOCUMENT | 8.88 | |
| | | | 0043344 | 3/31/2019 | MARCH 2019 - PERS DOCUMENT | 36.48 | |
| | | | 0043349 | 3/31/2019 | MARCH 2019 - PY DOCUMENT | 13.68 | |
| | | | 0043343 | 3/31/2019 | MARCH 2019 - C001982 DOCI | 22.80 | 275.38 |
| 82730 | 5/14/2019 | 00003928 US BANK TRUST N.A. | 94431820- 06/2C | 6/1/2019 | JUNE 2019 - 2001 SERIES SG | 115,416.67 | |
| | | Voucher: | 165017000- 05/2 | 5/1/2019 | MAY 2019-OVERPAID - SERIE | 88,426.15 | |
| | | | 788757000- 05/2 | 5/1/2019 | MAY 2019 - 2005 PERS OBLIG | 167,703.25 | 371,546.07 |
| 82731 | 5/14/2019 | 00002650 VALLES AUTO PAINTING & BOCSG1063 | | 4/8/2019 | CHANGE COLOR REPAINT- U | 1,488.86 | 1,488.86 |
| | | Voucher: | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|---|------------|-----------|--------------------------------|-------------|-------------|
| 82732 | 5/14/2019 | 00000379 VERIZON BUSINESS Voucher: | 09274307 | 4/25/2019 | BILLING PRD- 03/15/2019 - 04, | 55.13 | |
| | | | 07968434 | 4/10/2019 | BILLING -01/10/2019 - 03/10/20 | 79.64 | 134.77 |
| 82733 | 5/14/2019 | 00001848 VERIZON WIRELESS Voucher: | 9826814678 | 4/23/2019 | BILLING PRD- 02/24/19-3/23/19 | 9,630.55 | 9,630.55 |
| 82734 | 5/14/2019 | 00002634 VULCAN MATERIALS COMPAN Voucher: | 72152570 | 4/19/2019 | ASPHALT, BASE, EMULSION I | 327.61 | |
| | | | 72152569 | 4/5/2019 | ASPHALT, BASE, EMULSION I | 243.68 | |
| | | | 72154658 | 4/5/2019 | ASPHALT, BASE, EMULSION I | 244.48 | |
| 82735 | 5/14/2019 | 0011064 W.A. RASIC CONSTRUCTION, Voucher: | 341374 | 4/8/2019 | ASPHALT, BASE, EMULSION I | 875.29 | 1,691.06 |
| | | | | 3/22/2019 | AS-NEEDED EMERG REPAIRS | 8,978.71 | 8,978.71 |
| 82736 | 5/14/2019 | 00000028 WATER REPLENISHMENT DIS4590 - Voucher: | | 3/31/2019 | MAR 2019 - ALPHA# 4590 GR | 227,272.38 | 227,272.38 |
| 82737 | 5/14/2019 | 00002593 WAXIE'S SANITARY SUPPLY Voucher: | 78175125 | 4/2/2019 | INVENTORY PO/ JANITORIAL | 83.07 | 83.07 |
| 82738 | 5/14/2019 | 0010476 WECK LABORATORIES INC Voucher: | | 3/25/2019 | WATER QUALITY SAMPLING | 115.00 | |
| | | | | 3/28/2019 | WATER QUALITY SAMPLING | 75.00 | |
| | | | | 4/4/2019 | WATER QUALITY SAMPLING- | 170.00 | |
| | | | | 3/28/2019 | WATER QUALITY SAMPLING | 30.00 | |
| | | | | 3/25/2019 | WATER QUALITY SAMPLING- | 150.00 | |
| | | | | 3/29/2019 | WATER QUALITY SAMPLING | 30.00 | |
| | | | | 4/16/2019 | WATER QUALITY SAMPLING | 248.00 | |
| | | | | 4/10/2019 | WATER QUALITY SAMPLING | 30.00 | |
| 82739 | 5/14/2019 | 00000482 WEST COAST ARBORISTS, IN145802 Voucher: | | 2/28/2019 | 02/16/19-02/28/19 - EMERGEN | 5,732.00 | 848.00 |
| | | | 146609 | 3/31/2019 | 03/16/19-03/31/19 - ANNUAL T | 1,892.00 | |
| | | | 146960 | 4/15/2019 | 04/01/19-04/15/19 - ANNUAL T | 2,352.00 | 9,976.00 |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|---|------------|-----------|-----------------------------|-------------|-------------|
| 82740 | 5/14/2019 | 00000032 WEST COAST MAILERS Voucher: | 9854 | 4/1/2019 | LATE NOTICES CYCLES 5 & 6 | 331.39 | |
| | | | 9860 | 4/1/2019 | LATE NOTICES CYCLES 7 & 8 | 286.35 | |
| | | | 9878 | 4/10/2019 | LATE NOTICES CYCLES 3 & 4 | 272.93 | |
| | | | 9839 | 4/1/2019 | BILLS CYCLES 3 & 4 JOB# 3-1 | 1,711.98 | |
| | | | 9844 | 4/1/2019 | BILLS CYCLES 1 & 2 JOB# 3-1 | 2,080.36 | |
| | | | 9848 | 4/1/2019 | BILLS CYCLES 3 & 4 JOB# 2-1 | 1,670.18 | |
| | | | 9853 | 4/1/2019 | BILLS CYCLES 5 & 6 JOB# 2-1 | 1,773.27 | |
| | | | 9855 | 4/1/2019 | BILLS CYCLES 10 JOB# 2-140 | 156.89 | |
| | | | 9856 | 4/1/2019 | BILLS CYCLES 7 & 8 JOB# 2-1 | 1,551.60 | |
| | | | 9876 | 4/10/2019 | BILLS CYCLES 7 & 8 JOB# 3-1 | 1,549.18 | |
| | | | 9877 | 4/10/2019 | BILLS CYCLES 5 & 6 JOB# 3-1 | 1,771.76 | |
| | | | 9838 | 4/1/2019 | LATE NOTICES CYCLES 1 & 2 | 324.03 | |
| | | | 9847 | 4/1/2019 | LATE NOTICES CYCLES 1 & 2 | 320.95 | |
| | | | 9849 | 4/1/2019 | LATE NOTICES CYCLES 3 & 4 | 298.00 | |
| 82741 | 5/14/2019 | 00004593 WESTERLY METER SERVICE Voucher: | 16119 | 3/19/2019 | 3/4 PRECISION SR#T530567 | 30.00 | 14,098.87 |
| | | | 1826 | 4/2/2019 | PAINT TOUCH UP AND BUFFE | 125.00 | |
| 82742 | 5/14/2019 | 0006745 XTREME AUTOBODY Voucher: | 1830 | 4/10/2019 | REPAIR REAR DOOR, QUART | 1,044.60 | |
| | | | 1842 | 4/17/2019 | REPLACE RIGHT FRONT FEN | 1,471.84 | 2,641.44 |
| 82743 | 5/14/2019 | 00000062 ZIEGLER'S HARDWARE & SUP Voucher: | 07723 | 4/1/2019 | WATER HARDWARE SUPPLIE | 17.84 | |
| | | | 07683-RI | 3/21/2019 | RI-CK# 82158 FOR CITY HALL | 88.18 | |
| | | | 07678-RI | 3/20/2019 | RI CK# 82518 CITY HALL COP | 77.15 | |
| | | | 07701 | 3/26/2019 | MATERIALS FOR PUBLIC WO | 99.19 | |
| | | | 07704 | 3/27/2019 | HARDWARE FOR ST DIV | 61.72 | |
| | | | 07765 | 4/9/2019 | 4- AMES RAZOR BACK TRENI | 132.26 | |
| | | | 07677-RI | 3/20/2019 | RI CK# 82518 FOR PW YARD | 23.13 | |
| | | | 07682-RI | 3/21/2019 | RI CK# 82518 FOR CIVIC CEN | 6.60 | |
| | | | 07676-RI | 3/20/2019 | RI CK# 82518 CITY HALL COP | 28.26 | 534.33 |
| 82744 | 5/14/2019 | 00000063 ZUMAR INDUSTRIES INC Voucher: | 83094 | 4/12/2019 | STREET SIGNS AND TRAFFIC | 827.66 | 827.66 |
| 4302019 | 4/30/2019 | 00004309 AMERIFLEX Voucher: | APRIL 2019 | 4/30/2019 | APRIL 2019- ACH DEBITS BO | 3,532.36 | 3,532.36 |

Sub total for BANK OF THE WEST: 1,884,010.78

206 checks in this report.

Grand Total All Checks: 1,884,010.78

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 05/14/2019

PART II

apChkLst
04/17/2019 1:25:01PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------------------------------|-----------|----------|-------------------------------------|-----------|---------------------------|-------------|-------------|
| 1673 | 4/18/2019 | 00000004 | NATIONWIDE RETIREMENT SBen249914 | 4/18/2019 | DEF COMP NATIONWIDE: PA | 60,682.79 | 60,682.79 |
| | | Voucher: | | | | | |
| 1674 | 4/18/2019 | 00004836 | SEIU LOCAL 721 CTW CLC-23 Ben249916 | 4/18/2019 | SEIU DUES: PAYMENT | 3,139.30 | 3,139.30 |
| | | Voucher: | | | | | |
| 1675 | 4/18/2019 | 00002370 | INTERNAL REVENUE SERVICIBen249918 | 4/18/2019 | MEDICARE: PAYMENT | 152,208.74 | 152,208.74 |
| | | Voucher: | | | | | |
| 1676 | 4/18/2019 | 00000343 | PUBLIC EMPLOYEES RETIREIBen249920 | 4/18/2019 | PERS RETIREMENT: PAYMEN | 201,751.24 | 201,751.24 |
| | | Voucher: | | | | | |
| 1677 | 4/18/2019 | 00001186 | EMPLOYMENT DEVELOPMENBen249922 | 4/18/2019 | SDI: PAYMENT | 48,738.28 | 48,738.28 |
| | | Voucher: | | | | | |
| 1678 | 4/18/2019 | 00004996 | SEIU-COPE LOCAL 721, LA/OCBen249924 | 4/18/2019 | SEIU- COPE LOCAL 721 DEDI | 49.00 | 49.00 |
| | | Voucher: | | | | | |
| 1679 | 4/18/2019 | 00004988 | CHILD SUPPORT ON-LINE, STBen249926 | 4/18/2019 | CHILD SUPPORT-ONLINE: PA | 2,163.81 | 2,163.81 |
| | | Voucher: | | | | | |
| 82519 | 4/18/2019 | 00002138 | FRANCHISE TAX BOARD Ben249906 | 4/18/2019 | GARNISHMENT - FRANCHISE | 545.77 | 545.77 |
| | | Voucher: | | | | | |
| 82520 | 4/18/2019 | 0009920 | OCSE CLEARINGHOUSE SDU Ben249912 | 4/18/2019 | GARNISHMENT - AR CHILD S | 324.00 | 324.00 |
| | | Voucher: | | | | | |
| 82521 | 4/18/2019 | 0008951 | SENCION, CARMEN Ben249910 | 4/18/2019 | SPOUSAL SUPPORT-E. SENC | 553.85 | 553.85 |
| | | Voucher: | | | | | |
| 82522 | 4/18/2019 | 0008005 | U.S. BANK-PARS ACCT#67460Ben249908 | 4/18/2019 | PARS 11.87%: PAYMENT | 749.66 | 749.66 |
| | | Voucher: | | | | | |
| Sub total for BANK OF THE WEST: | | | | | | 470,906.44 | |

11 checks in this report.

Grand Total All Checks: 470,906.44

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 05/14/2019

PART III a

apChkLst

Final Check List

Page: 1

05/01/2019 10:08:52AM

City of South Gate

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|----------|----------|-------------------------------------|----------|----------------------------|-------------|-------------|
| 82529 | 5/2/2019 | 00000437 | AFLAC Ben250265 | 5/2/2019 | AMERICAN FAMILY LIFE INS.: | 635.82 | 635.82 |
| | | | | | Voucher: | | |
| 82530 | 5/2/2019 | 00002417 | AMERICAN FIDELITY ASSURABEN250253 | 5/2/2019 | AMERICAN FIDELITY (ABT): P | 421.42 | 421.42 |
| | | | | | Voucher: | | |
| 82531 | 5/2/2019 | 0011469 | CALIFORNIA DENTAL NETWO Ben250257 | 5/2/2019 | CALIFORNIA DENTAL NETWC | 3,147.64 | 3,147.64 |
| | | | | | Voucher: | | |
| 82532 | 5/2/2019 | 0011535 | CDTFA Ben250267 | 5/2/2019 | CA DEPT OF TAX & FEE ADMI | 386.68 | 386.68 |
| | | | | | Voucher: | | |
| 82533 | 5/2/2019 | 00000438 | COLONIAL INSURANCE CO. Ben250255 | 5/2/2019 | COLONIAL INSURANCE CO: F | 3,391.48 | 3,391.48 |
| | | | | | Voucher: | | |
| 82534 | 5/2/2019 | 00002138 | FRANCHISE TAX BOARD Ben250269 | 5/2/2019 | GARNISHMENT - FRANCHISE | 545.77 | 545.77 |
| | | | | | Voucher: | | |
| 82535 | 5/2/2019 | 0009920 | OCSE CLEARINGHOUSE SDU Ben250275 | 5/2/2019 | GARNISHMENT - AR CHILD S | 324.00 | 324.00 |
| | | | | | Voucher: | | |
| 82536 | 5/2/2019 | 00002421 | POLICE MANAGEMENT ASSO Ben250263 | 5/2/2019 | POLICE MANAGEMENT ASSC | 1,600.00 | 1,600.00 |
| | | | | | Voucher: | | |
| 82537 | 5/2/2019 | 00000335 | POLICE OFFICERS ASSOCIAT Ben250261 | 5/2/2019 | POLICE ASSOCIATION DUES: | 5,700.00 | 5,700.00 |
| | | | | | Voucher: | | |
| 82538 | 5/2/2019 | 0011466 | PRINCIPAL LIFE INSURANCE Ben250247 | 5/2/2019 | PRINCIPAL DENTAL PPO (MIS | 30,864.59 | 30,864.59 |
| | | | | | Voucher: | | |
| 82539 | 5/2/2019 | 0011467 | RELIANCE STANDARD Ben250249 | 5/2/2019 | LONG TERM DISABILITY: PAY | 3,751.49 | 3,751.49 |
| | | | | | Voucher: | | |
| 82540 | 5/2/2019 | 0008951 | SENCION, CARMEN Ben250273 | 5/2/2019 | SPOUSAL SUPPORT-E. SENC | 553.85 | 553.85 |
| | | | | | Voucher: | | |
| 82541 | 5/2/2019 | 0011468 | SUPERIOR VISION SERVICES Ben250251 | 5/2/2019 | SUPERIOR VISION MISC.: PA' | 4,002.20 | 4,002.20 |
| | | | | | Voucher: | | |
| 82542 | 5/2/2019 | 0008005 | U.S. BANK-PARS ACCT#67460 Ben250271 | 5/2/2019 | PARS 11.87%: PAYMENT | 749.66 | 749.66 |
| | | | | | Voucher: | | |
| 82543 | 5/2/2019 | 00000334 | UNITED WAY OF GREATER LC Ben250259 | 5/2/2019 | UNITED WAY: PAYMENT | 34.33 | 34.33 |
| | | | | | Voucher: | | |

Sub total for BANK OF THE WEST: 56,108.93

15 checks in this report.

Grand Total All Checks: 56,108.93

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 05/14/2019

PART III b

apChkLst
05/07/2019 1:43:03PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|----------|----------|-------------------------------------|----------|---------------------------|-------------|-------------|
| 1680 | 5/2/2019 | 00000004 | NATIONWIDE RETIREMENT SBen250277 | 5/2/2019 | DEF COMP NATIONWIDE: PA\ | 53,736.43 | 53,736.43 |
| | Voucher: | | | | | | |
| 1681 | 5/2/2019 | 00004836 | SEIU LOCAL 721 CTW CLC-23Ben250279 | 5/2/2019 | SEIU DUES: PAYMENT | 3,141.22 | 3,141.22 |
| | Voucher: | | | | | | |
| 1683 | 5/2/2019 | 00000343 | PUBLIC EMPLOYEES RETIREIBen250283 | 5/2/2019 | PERS RETIREMENT: PAYMEN | 205,326.27 | 205,326.27 |
| | Voucher: | | | | | | |
| 1684 | 5/2/2019 | 00001186 | EMPLOYMENT DEVELOPMENBen250285 | 5/2/2019 | SDI: PAYMENT | 45,108.53 | 45,108.53 |
| | Voucher: | | | | | | |
| 1685 | 5/2/2019 | 00002370 | INTERNAL REVENUE SERVICBen250287 | 5/2/2019 | MEDICARE: PAYMENT | 140,090.51 | 140,090.51 |
| | Voucher: | | | | | | |
| 1686 | 5/2/2019 | 00004996 | SEIU-COPE LOCAL 721, LA/OCBen250289 | 5/2/2019 | SEIU- COPE LOCAL 721 DEDU | 49.00 | 49.00 |
| | Voucher: | | | | | | |
| 1687 | 5/2/2019 | 00004988 | CHILD SUPPORT ON-LINE, STBen250291 | 5/2/2019 | CHILD SUPPORT-ONLINE: PA | 1,941.70 | 1,941.70 |
| | Voucher: | | | | | | |
| 11310258 | 5/2/2019 | 00004708 | PERS HEALTH PLAN Ben249307 | 4/4/2019 | MEDICAL HMO ANTHEM SELF | 372,257.50 | 372,257.50 |
| | Voucher: | | | | | | |

Sub total for BANK OF THE WEST: 821,651.16

8 checks in this report.

Grand Total All Checks: 821,651.16

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 05/14/2019

PART IV

apChkLst
04/18/2019 4:07:56PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|---------|----------|------------|-----------------------------|-------------|-------------|
| 82524 | 4/18/2019 | 0011585 | 20835830 | 3/18/2019 | JOHNSON CONTROLS - FY 2018, | 689.00 | |
| | | | 20835831 | 3/18/2019 | JOHNSON CONTROLS - FY 2018, | 641.25 | |
| | | | 20809557 | 3/1/2019 | JOHNSON CONTROLS - FY 2018, | 560.75 | |
| | | | 20837180 | 3/19/2019 | JOHNSON CONTROLS - FY 2018, | 425.00 | |
| | | | 85238135 | 9/26/2018 | JOHNSON CONTROLS - FY 2018, | 399.00 | |
| | | | 20835833 | 3/18/2019 | JOHNSON CONTROLS - FY 2018, | 395.50 | |
| | | | 20835834 | 3/18/2019 | JOHNSON CONTROLS - FY 2018, | 318.75 | |
| | | | 20835837 | 3/18/2019 | JOHNSON CONTROLS - FY 2018, | 307.00 | |
| | | | 20662422 | 12/14/2018 | JOHNSON CONTROLS - FY 2018, | 307.00 | |
| | | | 20835832 | 3/18/2019 | JOHNSON CONTROLS - FY 2018, | 307.00 | |
| | | | 20834181 | 3/19/2019 | JOHNSON CONTROLS - FY 2018, | 127.00 | |
| | | | 20835840 | 3/18/2019 | JOHNSON CONTROLS - FY 2018, | 107.00 | 4,584.25 |

Sub total for BANK OF THE WEST:

4,584.25

1 checks in this report.

Grand Total All Checks:

4,584.25

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 05/14/2019

PART V

apChkLst

04/25/2019 2:30:23PM

Final Check List
City of South Gate

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------------------------------|-----------|----------|--------------------------------|-----------|--------------------------|-------------|-------------|
| 82527 | 4/25/2019 | 0010930 | FORBES TRAFFIC SOLUTION\FTS256 | 1/3/2019 | RESOLVED INTERSECTION C | 1,050.00 | 1,675.00 |
| | | Voucher: | FTS243 | 10/5/2018 | CABINET EQUIPMENT TRAINI | 625.00 | 1,675.00 |
| Sub total for BANK OF THE WEST: | | | | | | 1,675.00 | 1,675.00 |

1 checks in this report.

Grand Total All Checks: 1,675.00

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 05/14/2019

PART VI

apChkLst

04/29/2019 4:35:12PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------------------------------|-----------|-------------------------|---------|----------|----------------------------|-------------|-------------|
| 82528 | 4/29/2019 | 00004166 4 SERVICE INC. | 190349 | 3/1/2019 | MARCH 2019- OFFSITE DATA | 2,230.00 | 4,460.00 |
| | | Voucher: | 190460 | 4/1/2019 | APRIL 2019- OFFSITE DATA S | 2,230.00 | |
| Sub total for BANK OF THE WEST: | | | | | | 4,460.00 | |

1 checks in this report.

Grand Total All Checks: 4,460.00

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 05/14/2019

TOTALS

FISCAL YEAR 2018/2019

| | |
|--|---------------------------|
| TOTAL AP PART I | 1,884,010.78 |
| TOTAL PAYROLL PART II - 04/18/2019 | 470,906.44 |
| TOTAL PAYROLL PART III a - 05/02/2019 | 56,108.93 |
| TOTAL PAYROLL PART III b - 05/02/2019 | 821,651.16 |
| TOTAL PREPAID PART IV - 04/18/2019 | 4,584.25 |
| TOTAL PREPAID PART V - 04/25/2019 | 1,675.00 |
| TOTAL PREPAID PART VI - 04/29/2019 | 4,460.00 |
| | TOTAL 3,243,396.56 |
| VOIDS | (\$55,049.41) |
| LESS: EMPLOYEE PAYROLL DEDUCTIONS | (\$643,907.68) |
| TOTAL | 2,544,439.47 |

SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number 82519 to Number 82744 Inclusive, Totaling \$ 2,544,439.47 as listed on the accompanying Accounts Payable Warrant Register of May 14, 2019 and approved as presented, with the exception of the following warrants:

| | | | | |
|-------|-------------------------------------|------------|---------------------|---|
| 81846 | RSG, INC | 03/12/2019 | 7,175.00 | CHECK WAS LOST IN MAIL, WILL BE REISSUED |
| 82209 | HARTZOG & CRABILL INC. | 04/09/2019 | 1,675.00 | INCORRECT VENDOR WAS PAID, PREPAID HAS REISSUED |
| 82238 | PD: DINH, MARTIN | 04/09/2019 | 266.26 | CHECK NEEDS PAY TO VENDOR'S LEGAL FIRST NAME, WILL BE REISSUED |
| 82304 | CALIMUCHO SCREEN PRINTING | 04/11/2019 | 1,348.35 | CHECK WAS NOT PROPERLY SIGNED, PREPAID HAS REISSUED |
| 82306 | CALIMUCHO SCREEN PRINTING | 04/11/2019 | 1,348.32 | INCORRECT AMOUNT WAS PAID, PREPAID HAS REISSUED |
| 82308 | SO CALIF EDISON | 4/15/2019 | 42,891.17 | CHECK WAS LOST IN MAIL, PREPAID HAS REISSUED |
| 82518 | ZIEGLER'S HARDWARE & SUPPLY, INC | 04/23/2019 | 212.31 | INCORRECT AMOUNT WAS PAID IN ONE OF THE INVOICES, WILL BE REISSUED |
| 82380 | MISC - PKS & REC REFUND | 04/23/2019 | 133.00 | INCORRECT VENDOR WAS PAID, NEED TO PAY TO THREE DIFFERENT VENDORS, WILL BE REISSUED |
| | | | | |
| | GRAND TOTAL OF VOIDED CHECKS | | \$ 55,049.41 | |
| | | | | |

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on May 14, 2019 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.