

# SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, November 12, 2019 at 6:30 p.m.

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

CALL TO ORDER M. Belen Bernal, Mayor

INVOCATION Pastor Bobby Scott, Community of

Faith Bible Church

PLEDGE OF

ALLEGIANCE 1st Sergeant Cliff Henderson

ROLL CALL Carmen Avalos, City Clerk

#### **II.** City Officials

MAYOR CITY CLERK

M. Belen Bernal Carmen Avalos

VICE MAYOR CITY TREASURER

Denise Diaz Gregory Martinez

COUNCIL MEMBERS CITY MANAGER

Al Rios Michael Flad

Maria Davila

Bill De Witt 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 Honoring Veterans Day

The City Council will issue Proclamations declaring November 11, 2019, as Veterans Day in honor of the men and women who served in the Armed Forces; and will present the Proclamations to the City's organizations that support veterans. (PARKS)

Documents:

ITEM 1 REPORT 111219.PDF

# 2. Proclamation Recognizing Law Enforcement Records/Support Personnel Day

The City Council will issue a Proclamation declaring November 12, 2019, as Law Enforcement Records and Support Personnel Day in the City of South Gate. (PD)

Documents:

ITEM 2 REPORT 111219.PDF

#### 3. Proclamation Supporting Small Business Saturday

The City Council will issue a Proclamation declaring Saturday, November 30, 2019, as Small Business Saturday. (CD)

Documents:

ITEM 3 REPORT 111219.PDF

#### 4. Appointments To City Commissions/Committees

The City Council will consider filling vacancies and making changes to appointees serving on City Commissions/Committees; appointments must be ratified by a majority vote of the City Council. (ADMIN)

Documents:

ITEM 4 REPORT 111219.PDF

#### V. Public Hearings

#### 5. Edward Byrne Memorial Justice Assistance Grant Funds

The City Council will conduct a Public Hearing to consider: (PD)

- a. Accepting the Edward Byrne Memorial Justice Assistance Grant Funds, in the amount of \$2,970, for Mental Health Training for Police Department personnel;
- b. Increasing the Fiscal Year 2019/20 Law Enforcement Grants Fund revenue projection in Account Number 231-4629 (Law Enforcement Grants Fund BSCC Edward Byrne Grant) by \$2,970, from \$0 to \$2,970; and
- c. Amending the Fiscal Year 2019/20 Law Enforcement Grants Fund budget by appropriating \$2,970 to Account No. 231-560-21-6340 (Law Enforcement Grants Fund 2019 Edward Byrne Grant (Mental Health) Training) to cover the cost of mental health training for law enforcement personnel.

Documents:

#### ITEM 5 REPORT 111219.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 intergovenmental 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** and **12** 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 - 2020 Census Education/Outreach

The City Council will consider adopting a **Resolution**\_\_\_\_\_ authorizing the City Manager to execute a subaward agreement with the County of Los Angeles to receive grant funds to be used for Census 2020 education and outreach activities. (CD)

Documents:

#### ITEM 6 REPORT 111219.PDF

# 7. Contract Amendment With RSG For Community Facilities Inventory

The City Council will consider: (PARKS)

- a. Approving Amendment No. 1 to Contract No. 3524 with RSG, Inc., extending the scope of work to include the development of a Community Facilities Inventory in an amount not to exceed \$13,885;
- b. Appropriating \$13,885 from the unassigned UDAG Fund Balance to Account Number 262 603-41-6101 (UDAG Fund Professional Services) to fund the cost of this Amendment; and
- c. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

#### ITEM 7 REPORT 111219.PDF

## 8. Purchase Order For Retractable ADA Bleachers At Swim Stadium

The City Council will consider: (PARKS)

- a. Approving Purchase Order with Herk Edwards, Inc., for the purchase and installation of Telescoping Hussey Bleachers at the Marvin Cole Gymnasium and the Patricia G. Mitchell Swim Stadium through the government pricing program in the amount of \$400,000, which includes \$359,932.00 for bleachers and installation and \$40,068 in contingency;
- b. Authorizing the City's Purchasing Division to issue a Purchase Order for this project in accordance with the City's purchasing ordinance and

policies; and

c. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

Documents:

#### ITEM 8 REPORT 111219.PDF

#### 9. Purchase Order For Restriping At South Gate Park

The City Council will consider: (PARKS)

- a. Approving Purchase Order with DFS Flooring for the restriping of the parking lots at South Gate Park through the Sourcewell government pricing program at a cost of \$66,475;
- b. Appropriating \$66,475 from the Building & Infrastructure Maintenance Fund to Account Number 524-460-61-9100 (Building & Infrastructure Maintenance Fund Parks & Recreation Facility Improvements) to fund the cost of restriping the parking lots;
- c. Authorizing the City's Purchasing Division to issue a Purchase Order for this item in accordance with the City's purchasing ordinance and policies; and
- d. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase.

Documents:

#### ITEM 9 REPORT 111219.PDF

## 10. Purchase Order - Renewal Of Software In The Police Department

The City Council will consider: (PD)

- a. Approving a Purchase Order with Pulsiam for the renewal of the software maintenance and support services for the Police Department in the amount of \$106,014.09, for Fiscal Year 2019/20; and
- b. Authorizing the City's Purchasing Division staff to issue a Purchase Order for this purchase in accordance with the City's purchasing ordinance and policies.

Documents:

#### 11. CIP Amendment - Curb Ramp Modifications On Atlantic Avenue

The City Council will consider: (PW)

- a. Amending the Capital Improvement Program to add the Curb Ramp Modifications at 10145 Atlantic Avenue, City Project No. 644-ST, necessary to resolve an issue involving ADA compliance; and
- b. Appropriating \$20,000 in Measure M Funds to Account No. 311-790-31-9475 to fully fund the Curb Ramp Modifications at 10145 Atlantic Avenue, City Project No. 644-ST.

Documents:

#### ITEM 11 REPORT 111219.PDF

#### 12. Minutes

The City Council will consider: (CLERK)

- A. Approving the Special Meeting minutes of October 15, 2019; and
- B. Approving the Regular Meeting and Special Meeting minutes of October 22, 2019.

Documents:

ITEM 12 REPORT 111219.PDF

#### IX. Reports, Recommendations And Requests

## 13. Presentation/Discussion - Proposed Inclusionary Housing Ordinance

The City Council will consider: (CD)

- a. Receiving and filing presentation of the proposed inclusionary housing ordinance; and
- b. Discussing and directing staff and consultants to proceed with preparation of an inclusionar housing ordinance for consideration by the Planning Commission and City Council in early 2020.

Documents:

#### ITEM 13 REPORT 111219.PDF

#### 14. Agreement - Tweedy Mile Association's Street Fair Festival

The City Council will consider: (CD)

- a. Approving Event License Agreement (Contract No. \_\_\_\_\_) with the Tweedy Mile Association to produce the Annual Tweedy Street Fair Festival for a term of three years;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Appointing the Director of Community Development as the City Agent to act on behalf of the City in matters required for the successful execution of this Agreement.

Documents:

#### ITEM 14 REPORT 111219.PDF

#### 15. Purchase Order - Buses For The GATE Fixed Route Program

The City Council will consider: (PARKS)

- a. Approving a Purchase Order with Creative Bus Sales for the purchase of three Starcraft Class E buses for the GATE Fixed Route Program in the amount of \$447,555.84, through the Cal Act purchasing program, to replace buses that have reached and exceeded their useful life span;
- b. Authorizing the City's Purchasing Division to issue a Purchase Order for this purchase in accordance with the City's purchasing ordinance and policies; and
- c. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase.

Documents:

#### **ITEM 15 REPORT 111219.PDF**

#### 16. Warrants

The City Council will consider approving the Warrants and Cancellations for November 12, 2019. (ADMIN SERVICES)

Total of Checks: \$3,135,032.61

Voids \$ (163,513.50)

Total of Payroll Deductions: \$ (654,277.59)

Grand Total: \$2,317,241.52

Cancellations: 83935, 85196, 85147

Documents:

#### X. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted November 7, 2019 at 4:29 p.m., as required by law.

Carmen Avalos, City Clerk

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

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

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

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

RECEIVED

# City of South Gate CITY COUNCIL

Item No. 1

NOV 6 - 2019

CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER AGENDA BILL

6:40pm

For the Regular Meeting of: November 12, 2019
Originating Department: Parks & Recreation

Department Director:

Paul L. Adams

City Manager:

Michael Flad

SUBJECT: PROCLAMATIONS HONORING NOVEMBER 11TH AS VETERANS DAY AND RECOGNIZING THE CITY'S VETERAN ORGANIZATIONS

**PURPOSE:** This item was added to the Agenda at the request of Mayor Belén Bernal to acknowledge and promote Veterans Day and recognize the local organizations that support veterans.

**RECOMMENDED ACTION:** Mayor Belén Bernal will issue Proclamations declaring November 11, 2019, as Veterans Day in honor of the men and women who served in the Armed Forces; and will present the Proclamations to the City's organizations that support veterans.

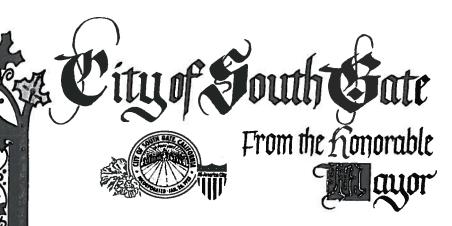
FISCAL IMPACT: None.

BACKGROUND: Veterans Day is a U.S. legal holiday dedicated to American veterans of all wars. In 1918, on the 11<sup>th</sup> hour of the 11<sup>th</sup> day of the 11<sup>th</sup> month, an armistice, or temporary cessation of hostilities, was declared between the Allied nations and Germany in World War I, then known as "the Great War." In 1954 at the urging of veterans groups, the name of the holiday was changed from Armistice Day to Veterans Day. Veterans Day pays tribute to all American veterans—living or dead—but especially gives thanks to living veterans who served their country honorably during war or peacetime.

The City Council wishes to recognize and applaud all veterans for serving our country and acknowledging their great sacrifice paid by the men and women in the Armed Forces.

ATTACHMENT:

Proclamation.



#### PROCLAMATION

Declaring and recognizing

November 11, 2019 as Veterans Day

Honoring those who have served our Nation
in the Armed Forces

whereas, in 1918, on the 11<sup>th</sup> hour of the 11<sup>th</sup> day of the 11<sup>th</sup> month, an armistice, or temporary cessation of hostilities, was declared between the Allied nations and Germany in World War I, then known

as "the Great War."; and

WHEREAS, in 1954, at the urging of veterans groups, the name of the holiday was changed from Armistice Day

to Veterans Day; and

WHEREAS, Veterans Day pays tribute to all American

veterans, alive or not, and especially thank our living veterans who served their country

honorably during war or peacetime;

**NOW, THEREFORE,** be it proclaimed on this 12<sup>th</sup> day of November 2019, that **I, Belén Bernal, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby declare November 11, 2019, as Veterans Day and dully recognize and applaud all veterans for their great sacrifice. I also invite all citizens to pay tribute to all of those who served in the Armed Forces and sacrificed for our country.



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# City of South Gate

Item No. 2

NOV 4 - 2019

CITY OF BOUTH GATE

AGENDA BILL

OFFICE OF THE CITY MANAGER For the Regular Meeting of: November 12, 2019

Originating Department: Police

Department Director: / China

Randall Davis

Michael Flad

SUBJECT: PROCLAMATION DECLARING NOVEMBER 12, 2019, AS LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL DAY.

**PURPOSE:** To recognize South Gate's Law Enforcement Records and Support Personnel for their valuable contributions to the Police Department and the community they serve.

**RECOMMENDED ACTION:** Mayor Belén Bernal will issue a Proclamation declaring November 12, 2019, as Law Enforcement Records and Support Personnel Day in the City of South Gate.

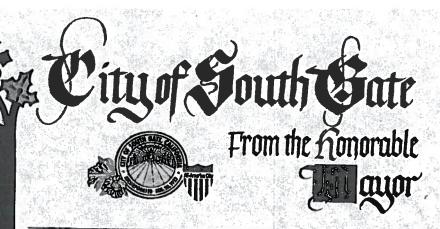
**FISCAL IMPACT:** No impact to the General Fund.

ANALYSIS: None.

**BACKGROUND:** Law enforcement agencies rely on records and support personnel to provide them with a variety of specialized clerical duties related to the preparation and maintenance of police records. Records and support personnel provide customer service to the public, departmental personnel and other agencies.

The City Council wishes to recognize the Police Records Specialist and support personnel of the South Gate Police Department for being such a tremendous asset to the Police Department.

**ATTACHMENT:** Proclamation.



### PROCLAMATION

# Declaring November 12, 2019 as Law Enforcement Records and Support Personnel Day

whereas, the protection of California's communities is dependent not only on the men and women who devote their time and energy to the duties of law enforcement service, but also on those members of the support staff who devote countless hours to performing the duties that keep our law enforcement agencies running smoothly; and

WHEREAS, law enforcement records and support personnel in the State of California play a crucial role in helping law enforcement agencies identify, pursue, capture and process suspected law offenders, and they continually share their invaluable expertise and experience to track felons, maintain criminal statistics, and improve apprehension strategies; and

WHEREAS, it is important to recognize the City of South Gate law enforcement records and support personnel for their valuable contributions to law enforcement;

NOW, THEREFORE, be it proclaimed on the 12<sup>th</sup> day of November 2019, that I, Belén Bernal, Mayor of the City of South Gate, on behalf of the City Council, do hereby proclaim November 12, 2019 as Law Enforcement Records and Support Personnel Day, and applaud South Gate Police Records Specialists and support personnel for their invaluable contributions to the State's law enforcement system.

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Mayor Belén Bernal

Item No. 3

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NOV 6 - 2019

# City of South Gate

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:55am

For the Regular Meeting of: November 12, 2019
Originating Department: Community Development

Department Director:

Joe Perez

City Manager:

Michael Flad

SUBJECT: PROCLAMATION DECLARING SMALL BUSINESS SATURDAY ON NOVEMBER 30, 2019

**PURPOSE:** To support the City of South Gate's small businesses by recognizing their role in generating jobs, boosting the local economy and preserving neighborhoods.

**RECOMMENDED ACTION:** Mayor Belén Bernal will issue a Proclamation declaring Saturday, November 30, 2019, as Small Business Saturday.

FISCAL IMPACT: None.

ALIGNMENT WITH COUNCIL GOALS: Small Business Saturday encourages economic development by supporting small businesses and supports the City's Comprehensive Economic Development Strategy.

ANALYSIS: The national Small Business Saturday Coalition was founded by American Express in 2010 to encourage people to support small, local businesses. In 2011, the Senate unanimously passed a resolution in support of this day and by 2012, officials in all 50 states participated in the event. This year the event takes place on the Saturday after Thanksgiving, November 30, 2019, known as the first day of the busy Holiday shopping season. In the month of November, according to the Small Business Saturday Coalition, an estimated \$12 billion was spent at small independent businesses during Small Business Saturday.

The City believes that national Small Business Saturday is essential to the preservation of small businesses that contribute positively to the local community by supplying jobs and generating tax revenue.

**BACKGROUND:** In an effort to support the City's small business community, the City is working towards implementing additional improvements, which are in various stages of development, in order to enhance the visual appeal of the city by creating a comfortable, attractive and walkable environment for shoppers. A few of the projects and maintenance programs are listed below:

- The City previously installed decorative street tree lights on Tweedy Boulevard from State Street to Hunt Avenue, to enhance the visual appeal and attractiveness of the Tweedy Mile and provide an inviting place that can attract new businesses and enhance a patron's shopping experience.
- The City also implemented the Utility Cabinet Beautification Program, and painted 22 utility boxes with artwork along Tweedy Boulevard.
- The City added 83 new trash receptacles and 20 bike racks from State St. to Hunt Avenue.

- The Tweedy Specific Plan will revitalize the Tweedy corridor, encourage vibrant retail and mixed use development in a pedestrian friendly setting and create community benefits.
- The \$2.2 million dollar Tweedy Boulevard Traffic Signal Synchronization Project, will interconnect and synchronize 18 traffic signals within the boulevard to provide better traffic flow and reduce delays.

With these programs, the City aims to enhance the visual appeal of the City and provide an inviting place that can attract new businesses and enhance a patron's shopping experience.

Additionally, the City, in partnership with the Tweedy Mile Association and South Gate Chamber of Commerce will organize the following outreach efforts to support the Small Business Saturday:

- The Tweedy Mile Association and South Gate Chamber of Commerce will encourage their business members to participate in the Small Business Saturday, and spread the word to customers and other local businesses.
- The City will post on social media and will send out two email blasts to urge residents of the community to shop, dine and frequent local businesses on Small Business Saturday and throughout the year.

**ATTACHMENT:** Proclamation.



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## PROCLAMATION

#### Declaring November 30, 2019 as Small Business Saturday

WHEREAS,

the City of South Gate appreciates local small businesses and the contributions they make to the local economy and community; and

WHEREAS.

according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States which represent 99.9 percent of all businesses with employees in the United States and are responsible for 58.9 percent of net new jobs created over the past 20 years; and

WHEREAS,

small businesses employ over 47.5 percent of all businesses with employees in the United States; and

WHEREAS,

90 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

WHEREAS,

89 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

WHEREAS,

93 percent of consumers in the United States agree that it is important for people to support small businesses that they value in their community; and

WHEREAS,

the City of South Gate supports local businesses that create jobs, boost our local economy and preserve neighborhoods; and

WHEREAS,

advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday;

NOW, THEREFORE, be it proclaimed on this 12<sup>th</sup> day of November 2019, that I, Belén Bernal, Mayor of the City of South Gate, on behalf of the City Council and citizens, do hereby proclaim Saturday, November 30, 2019, as Small Business Saturday and encourage everyone to support small businesses and shop locally.



18/

Mayor Belén Bernal

Item No. 4

# RECEIVED City of South Gate

NOV 6 - 2019

CITY COUNCIL

OFFICE OF THE CITY MANAGER GENDA BILL

2:20pm

For the Regular Meeting of: November 12, 2019

Originating Department: Administration

City Manager:

Michael Flad

City Manager:

Michael Flad

SUBJECT: APPOINTMENTS TO CITY COMMISSIONS/COMMITTEES

**PURPOSE:** This item allows the City Council to fill vacancies and make changes to appointees on City Commissions/Committees.

**RECOMMENDED ACTION:** The City Council will consider filling vacancies and making changes to appointees serving on City Commissions/Committees; appointments must be ratified by a majority vote of the City Council.

FISCAL IMPACT: None.

ANALYSIS: None.

**BACKGROUND:** Council Member Al Rios has a vacancy on the Planning Commission and Vice Mayor Denise Diaz has a vacancy on the Citizens Advisory Committee. This item also allows Council Member Bill De Witt to make any changes to the appointees currently serving as his representatives. Appointments must be ratified by a majority vote of the City Council.

**ATTACHMENT:** Current Commission and Committee Appointment Roster: 11/06/19.

Council Member Revised: 11 06 19	Planning Commission \$125/Meeting 1st & 3rd Tues. at 7 pm	Parks & Rec. Comm. \$75/Meeting 2nd Thurs. at 7 pm	Civil Service Comm. \$100/Meeting As required	Citizens Advisory Committee \$25/Meeting Meets as needed	ry Committee eeting
Bill De Witt 5485 Gardendale Street (310) 994-3662 cell	Carlos Velásquez 8996 Burke Avenue Cell (323) 945-8149 carlos.velasquez50@gmail.com	Naomi Nixon 9855 Karmont Avenue Hm (562) 659-7530	Carlos Gomez	Maritza Romero 6063 Roosevelt Avenue Cell (562) 633-1039 Romero maritza@hotmail.com Appointed:06-28-11 John Salas	Fabiola Inzunza 9542 Bowman Avenue Cell (323) 378-0737 Fabiola inzunza@gmail.com Appointed: 12-13-16 Candice Escurivel
Appointed: 10-15-2019 End of Term: March 2020	Appointed: 10-25-16		Appointed: 02-14-17	4320 Missouri Avenue Cell (323) 317-3725 Johnsalas031490@gmail.com Appointed: 04-09-13	4730 Tweedy Blvd (323) 283-7733 clesquivel81@valoo.com Appointed: 09/25/18
Denise Diaz 10365 Virginia Avenue (323) 667-7688 cell	Sylvia Masushige 8416 Beechwood Avenue Hm (323) 567-6402 Bus (323) 564-6977 Cell (562) 755-6159 grandmasyl01@hotmail.com	John Robert Montalvo 9815 Virginia Avenue Cell (323) 392-8135 Johnmontalvo90280@yahoo.com	Irene Jensen	Miguel Morales 8134 Mountain View Avenue Cell (323) 528-3086 miguelmorales7374@gmail.com Appointed: 04-25-17 Vodit Glaze 5218 Wood Avenue	Leah Hernández 8941 Kauffman avenue (323) 819-0547 phernandez 1961 @vahoo.com Appointed: 09/25/18
Elected: 03-07-2017 End of Term: March 2021	Appointed: 04-25-17	Appointed: 04-09-19	Appointed: 04-25-17	(323)702-1026 apromiseofhopeLA@gmail.com Appointed: 09/25/18	
Maria Davila 10035 San Luis Avenue (323) 566-3315 home (323) 243-9947 cell	Jose Delgado 3925 Tenaya Avenue Cell (323) 702-1519 josegdelgado@hotmail.com	Jennifer Cypert 4718 Tweedy Boulevard Cell (323) 829-0663 Jsc001@msn.com	William John Currie (Bill)	Marie De Lourdes Castillo 10036 San Antonio Avenue (323) 567-5572 titomi6281@sbcglobal.net Appointed: 02-18-03 Cyndi Eseniyel	Virginia Johnson 5751 McKinley Avenue Home (562) 531-3700 Cell (562) 761-3111 thepalm22@yahoo.com
Elected: 01-28-2003 End of Term: March 2020	Appointed: 01-10-17	Appointed: 02-10-03	Appointed: 01-27-15	4718 Tweedy Bulevard (323) 569-3550 cesquive@LAFLA.org Appointed: 04-12-11	Anthony Zepeda 52.18 McCallum Avenue (323) 405-2006 anthonyzepeda 10@yahoo.com Appointed: 05-27-14
Al Rios 10408 Orange Avenue (323) 974-3540 cell	VACANT	Joshua Barron, Vice Chairperson 8819 Beaudine Avenue Cell (323) 791-5126 Joshb90280@yahoo.com	Juan Carlos Mendez	Angelica Martinez 10129 Orange Avenue Cell 323/708-4582 xalosangie@yahoo.com Appointed: 04-25-17	Juliano A. Jarquin 10606 McNerney Avenue (714) 345-3451 julianojarquin@gmail.com Appointed: 05-09-17
Elected: 03-07-2017 End of Term: March 2021		Appointed: 04/25/17	Appointed: 04-25-17	Susan F. Janer 5314 Batavia Avenue (323) 564-7541 Appointed: 05-09-17	Appointed: 05-09-17
Belén Bernal 10407 Washington Avenue (323) 992-7683 cell	Jenny Perez 10319 Bowman Avenue jennypbruin@gmail.com Cell (213) 361-3570	Jim Hicklin, Chairperson 10353 Mc Nerney Avenue Home (323) 564-1946 jimtheman390@yahoo.com	Robbie C. Hicklin	James Manuel 9234 Virginia Avenue (323) 569-9527 jameskm31@msn.com Appointed: 04-28-15	Michelle Montes 10128 Capistrano Avenue (213) 280-0400 michelmo@skechers.com
Elected: 03-03-2015 End of Term: March 2020	Appointed: 05-08-18	Appointed: 04-28-15	Appointed: 04-28-15	JOVAINIA LABORINI 3152 V. Sequoia Drive Cell 323/283-2631 Jovaina cortez@vahoo.com Appointed: 09/25/18	Jimmy I orres 11610 Oklahoma Avenue cell 323/742-0154 Jiorres1393@gmail.com Appointed: 07-14-15

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NUV 5 - 2019

# City of South Gate CITY COUNCIL

Item No. 5

CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER

5:45 pm

AGENDA BIILL

For the Regular Meeting of: November 12, 2019

Originating Department: Police

Department Director: Linguistics

City Manager:

Randall Davis Michael Flad

SUBJECT: ACCEPTANCE OF THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDS FOR MENTAL HEALTH TRAINING

**PURPOSE:** To accept the BSCC Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the amount of \$2,970 for Mental Health Training for police department personnel.

**RECOMMENDED ACTION:** Following the conclusion of a public hearing:

- a. Accept the Edward Byrne Memorial Justice Assistance Grant Funds, in the amount of \$2,970, for Mental Health Training for Police Department personnel;
- b. Increase the Fiscal Year 2019/20 Law Enforcement Grants Fund revenue projection in Account Number 231-4629 (Law Enforcement Grants Fund BSCC Edward Byrne Grant) by \$2,970, from \$0 to \$2,970; and
- c. Amend the Fiscal Year 2019/20 Law Enforcement Grants Fund budget by appropriating \$2,970 to Account No. 231-560-21-6340 (Law Enforcement Grants Fund 2019 Edward Byrne Grant (Mental Health) Training) to cover the cost of mental health training for law enforcement personnel.

FISCAL IMPACT: There is no fiscal impact to the General Fund and no requirement by the City to match grant funds. The total amount of funding that is allocated to the City is \$2,970.

**PUBLIC NOTICE:** A legal notice was published in the *Los Angeles Wave* newspaper on October 31, 2019.

ANALYSIS: None.

BACKGROUND: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. This year's earmarked allocation to the Police Department is \$2,970. These funds are not discretionary and can only be used for Mental Health Training for law enforcement personnel.

The City of South Gate Police Department is a recipient of this grant from the Board of State and Community Corrections (BSCC). BSCC allocated JAG Grant funds which were earmarked to a statewide mental health training initiative to provide critical training to corrections personnel. The funding is being distributed by BSCC on a per capita basis for mental health-related training for police department personnel to be used through September 30, 2020.

**ATTACHMENTS:** State of California Standard Agreement #BSCC 1141-18-MH Public Hearing Notice

STATE OF CALIFORNIA STANDARD AGREEMENT STD 213 (Rev 03/2019) AGREEMENT NUMBER BSCC 1141-18-MH PURCHASING AUTHORITY NUMBER (If Applicable) **BSCC5227** This Agreement is entered into between the Contracting Agency and the Contractor below: CONTRACTING AGENCY NAME **Board of State and Community Corrections** CONTRACTOR NAME South Gate Police Department The term of this Agreement is: May 1, 2019 through September 30, 2020. The maximum \$2.970.00 of this Agreement is: Two Thousand Nine Hundred Seventy Dollars and no/cents 4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. Exhibit A: Scope of Work 6 pages Exhibit B: **Budget Detail and Payment Provisions** pages Exhibit C: \*GTC 04/2017, General Terms and Conditions pages Exhibit D: Special Terms and Conditions 5 pages Exhibit E: 2016 JAG Award Federal Conditions 12 pages \*Items shown with an asterisk(\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dqs.ca.gov/OLS/Resources IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO. CONTRACTOR CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) South Gate Police Department **CONTRACTOR BUSINESS ADDRESS** STATE South Gate CA 8620 California Avenue 90280 PRINTED NAME OF PERSON SIGNING CONTRACTOR AUTHORIZED SIGNATURE

STATE	OF CALIFORNIA		
CONTRACTING AGENCY NAME	OI CAEII ORNIA		
BOARD OF STATE AND COMMUNITY CORF	RECTIONS		
CONTRACTING AGENCY ADRESS	CITY	STATE	ZIP
2590 Venture Oaks Way Suite #200	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
Evonne Garner	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
<u>e</u>			
DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Volume 1 4.06	EXEMPTION (If Applicable) SCM Volume 1 4.06	



# Edward Byrne Memorial Justice Assistance Grant (JAG) Program

# MENTAL HEALTH TRAINING GRANT

Grant Award Period: May 1, 2019 through September 30, 2020

#### **Contact Information**

This Grant Agreement provides the information necessary to facilitate disbursement of the Board of State and Community Corrections (BSCC) Mental Health Training Grant made available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Questions concerning this Grant should be direct to:

Greta Robinson, Field Representative
Standards and Training for Corrections Division
Phone: (916) 322-1145
Email: greta.robinson@bscc.ca.gov

Or

Sara Dunham, Field Representative
Standards and Training for Corrections Division
Phone: (916) 323-8630
Email: sara.dunham@bscc.ca.gov

#### **Due Date and Submission Requirements**

- The Grantee shall check the appropriate box in Section 7 of Exhibit A.
- The Grantee shall insert their DUNS number in Section 8 of Exhibit A.
- The Grantee shall log into the BJA website <a href="https://bjapmt.ojp.gov/">https://bjapmt.ojp.gov/</a> to access the federal reporting system. The federal award number is 2016-DJ-BX-0446. An email will be sent to the Project Director with instructions for logging into the PMT system.
- The Grantee shall submit one original Grant Agreement, signed in blue ink and one electronic copy of the original signed Grant Agreement. The person signing the agreement must be authorized to sign contracts on behalf of their agency.
- Mail or hand-deliver one original signed Grant Agreement to the following address:

Board of State and Community Corrections Standards and Training for Corrections Division 2590 Venture Oaks Way, Suite 200 Sacramento, CA 95833 Attn: Tina Perez • Email one legible electronic copy of the signed Grant Agreement to: <a href="mailto:tina.perez@bscc.ca.gov">tina.perez@bscc.ca.gov</a>

#### **Background Information**

The JAG Program (34 U.S.C. §§10151-10158) is a key provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides critical funding necessary to support state and local initiatives including: technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems. The Federal JAG Program supports eight Program Purpose Areas (PPAs) designated by federal statute. These include:

- (1) law enforcement programs;
- (2) prosecution and court programs, including indigent defense;
- (3) prevention and education programs;
- (4) corrections and community corrections programs;
- (5) drug treatment and enforcement programs;
- (6) planning, evaluation and technology improvement programs; and
- (7) crime victim and witness programs (other than compensation).
- (8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention team.

#### **Project Description**

#### Background

The BSCC is providing \$7 million for local corrections agencies for a statewide mental health training initiative. The funding will be distributed on a per capita basis to local sheriff departments, police departments and probation agencies for mental health related training delivered to their Standards and Training for Corrections (STC) eligible staff from May 1, 2019 through September 30, 2020. The funds, available through the BSCC, will be distributed in two priority areas:

- 1. Mental health related training for local corrections staff
- 2. Instructor training for the new Behavioral Health training included in all three STC core training programs (Juvenile Corrections Officer, Adult Corrections Officer, and Probation Officer).

#### Funding

Each agency receiving funds under this grant completed a needs assessment survey to project the number of STC eligible positions that would receive mental health training during the grant period and whether they would send a staff person to the Behavioral health training. Based on those responses, the available grant funds will be disbursed on a per capita basis according to the expressed statewide need. Each agency will receive \$270.00 for each position reported to be trained. In addition, reimbursement for travel costs for a staff person to attend master instructor training for the Behavioral Health training will be included, if indicated on the contract per the agency's needs assessment survey. The funding for mental health training will be released in one full payment, upon receipt of original contract signed by the agency administrator and full execution of the contract. Travel reimbursement will be made after travel is completed and upon receipt and approval of the reimbursement request.

#### **Grant Cycle**

The Grantees will be funded for a 16-month cycle, beginning on May 1, 2019 and ending on September 30, 2020.

#### **Project Requirements**

The Grantees shall comply with all award requirements in the Grant Agreement (including all award conditions), as well as all applicable requirements of federal statutes and regulations.

The Grantees shall provide and maintain active registration of their Data Universal Numbers System (DUNS) number, used for this Grant Agreement, throughout the term of the contract. (Instructions for obtaining a DUNS number are provided in the grant agreement.)

The Grantees shall establish a separate trust account for the deposit and expenditures of grant funding. All interest accrued in the established account must be expended in the program. All unspent funds are subject to return. Additional information is available on the BSCC website at <a href="https://www.bscc.ca.gov/mental-health-training-grant-jag/">https://www.bscc.ca.gov/mental-health-training-grant-jag/</a>.

#### Administrative Requirements

#### **Grant Agreement**

The Grantees are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement.

The Grant Agreement start date is May 1, 2019. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Upon full execution of the contract, BSCC will issue funding in the full amount of the contract.

Work, services and encumbrances cannot begin prior to the Grant Agreement start date. Grantees are responsible for maintaining their Grant Agreement, all invoices,

records and relevant documentation for at least three years after the contract term has expired.

#### **Quarterly Progress Reports**

Grantees are required to complete two reports each quarter. One is a federal report utilizing the BJA Performance Measuring Tool (PMT) system. The second is a progress report. Applicable forms and instructions are available on the BSCC's website <a href="https://www.bscc.ca.gov/mental-health-training-grant-jag/">https://www.bscc.ca.gov/mental-health-training-grant-jag/</a>.

#### **Compliance Monitoring**

The BSCC staff will conduct periodic monitoring of each project to assess whether the project is following grant requirements and making progress toward grant objectives, and provide technical assistance as needed regarding fiscal, programmatic, evaluation and administrative requirements.

#### **CONFIDENTIALITY NOTICE:**

All documents submitted as a part of the JAG Project are considered public documents and may be subject to a request via the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

#### 1. GRANT AGREEMENT

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and South Gate Police Department hereafter referred to as Grantee or Contractor.

#### 2. PROJECT SUMMARY AND ADMINISTRATION

- A. This grant provides funds for a statewide mental health training initiative to provide critical training to corrections personnel. The funding is being distributed on a per capita basis to local sheriff's offices, police departments and probation agencies for mental health related training for Standards and Training for Corrections (STC) eligible staff from May 1, 2019 through September 30, 2020.
- B. This grant provides travel reimbursement for those agencies that will be sending one staff person to a tuition free master instructor training for the new Behavioral Health training that is included in the core training for Adult Corrections Officer, Juvenile Corrections Officer, and Probation Officer.
- C. Grantee agrees to administer the project in accordance with the terms of this Grant Agreement.

#### 3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project director shall be as follows:

Project Director authorized to administer the project:

Name:

Johanna Monterroza

Title:

Address: 8620 California Avenue, South Gate, CA 90280

Phone:

(323) 563-5487

Fax:

Email:

imonterroza@sogate.org

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Project Director authorized to administer the project:

Name: Johann

Johanna Monterroza

Title:

Address: 8620 California Avenue, South Gate, CA 90280

Phone: (323) 563-5487

Fax:

Email:

imonterroza@sogate.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the signator warrants that he or she has full legal authority to bind the entity for which he or she signs.

#### 4. PURPOSE AREAS AND GRANT PROVISIONS

This funding is being provided for two purposes:

- 1) Mental health related training for local corrections staff
- 2) Instructor training for new STC Behavioral Health training in core

Prior to receiving this grant, each grantee completed a needs assessment survey indicating the number of STC eligible staff expected to receive mental health related training during the grant period and whether their agency would send a staff person to the Behavioral Health instructor training.

The requirements for spending funds in these two purpose areas are described below. The appropriate box(es) for this agreement as indicated by your agency's needs assessment is/are checked below.

#### Mental Health Related Training

- 1. The funds can only be used to send STC participating staff to mental health related training within the State of California. Mental health related training is broadly defined to include single classes or multiple class courses of training that include content such as signs and symptoms of mental illness, substance use disorder, trauma informed care, stigma and bias, crisis intervention, de-escalation techniques, and suicide prevention and other courses with mental health related content.
- 2. The training must be STC certified. It can be certified as a Request for Certification (RFC), Special Certification (SC), or Intensified Format Training (IFT) course. Work Related Experience (WRE) courses are not allowed. Information on obtaining STC certification can be found in the <u>STC Policy and Procedure Manual for Participating Agencies</u>.
- 3. The funds can only be used for new training. It cannot be used to backfill or fund existing training efforts (no subvention).
- 4. The training must be completed within the grant award period of May 1, 2019 through September 30, 2020.
- 5. The funds may only be spent for costs associated with STC certified mental health related training in the following four budget categories: 1) replacement; 2) travel; 3) per diem; and, 4) tuition, in accordance with current guidelines set forth in the STC Policy and Procedure Manual for Participating Agencies. The accounting records of

participating agencies must be set up to collect and report quarterly information in these four budget categories.

- 6. The Grantee is not required to train the number of positions reported in their needs assessment because agencies may find that the cost of their projections exceed the amount provided by this grant. In those cases, the number of staff trained at the end of the grant period may be fewer than the number of staff reported on the needs assessment.
- 7. The Grantee must submit quarterly reports.
- 8. The Grantee must establish a separate account for JAG funds. This must be a Trust Fund account. This account/fund must be established according to existing county or city auditor-controller/fiscal officer policies and procedures. If it is set up as an interest-bearing account, the interest can only be used within the scope of this contract and cannot be used for any expenses beyond this project. These funds must be kept separate from STC funds and all other funding sources.

#### ☐ Instructor Training for the STC Behavioral Health Unit

- 1. All agencies that deliver core training must send one staff member to a master instructor training course hosted by STC. The training will allow the participant to train other trainers within their agency on how to deliver the lesson plan for new Behavioral Health training in the entry-level core training programs.
- Agencies that wish to use the Behavioral Health lesson plans for annual training may send one staff member to the master instructor course and use the information to train other trainers within their agency on how to deliver the Behavioral Health training.
- 3. Tuition for the master training course will be free of charge for all agencies that indicated they would be sending a staff person to the master training course in their needs assessment survey.
- 4. All travel expenses incurred to attend the master training by agencies will be reimbursed by BSCC through this grant. The grantee must submit those travel expense claims to the BSCC within 120 days from completion of travel or before October 15, 2020, whichever date is sooner.

#### 5. PROGRESS REPORTS AND FINAL PROJECT SUMMARY

- A. Grantee will submit two (2) types of quarterly progress reports as follows:
  - 1. Mental health training progress report This quarterly report provides information about how many staff were trained, the training that was provided, and how the funds were spent during the reporting period. This information will be provided in a format prescribed by BSCC.

2. Federal performance indicators – This quarterly report is filed through the federal reporting system, Performance Measuring Tool (PMT), administered by the Bureau of Justice Assistance.

These reports shall be submitted according to the following schedule:

Progress Report Periods	Due Date
1) May 1 through September 30, 2019	October 15, 2019
2) October 1 through December 31, 2019	January 15, 2020
3) January 1 through March 31, 2020	April 15, 2020
4) April 1 through June 30, 2020	July 15, 2020
5) July 1 through September 30, 2020	October 15, 2020

Grantee will submit a project close out summary report of the mental health training progress report.

#### **Final Summary Report**

Due November 30, 2020

- B. Grantees must submit required reports even if there is no activity or expenditures in the progress report period.
- C. Links to the reports can be found at <a href="https://www.bscc.ca.gov/mental-health-training-grant-jag/">https://www.bscc.ca.gov/mental-health-training-grant-jag/</a>

#### 6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, training completion records, and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- D. All Grantee records relevant to the project must be preserved a minimum of three (3) years after completion of the grant term and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

#### 7. AUDIT

timeframe needed.

Grantee must submit an audit of expenditures within no later than 9 months after the close of each fiscal year during the term of the award. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement. In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the Grantee will submit a City/County Single Federal Audit Report as required by § 200.501 of Title

2 of the Code of Federal Regulations. The Audit Report must be submitted to the BSCC within the required timeframe of 30 days from the end of the grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the

OR

In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within the required timeframe of 30 days from the end of the grant period.

OR

In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee does not expend \$750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

South Gate Police Department BSCC 1141-18-MH Page 6 of 6

# EXHIBIT A SCOPE OF WORK

#### 8. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Data Universal Numbers System (DUNS) number, used for this Grant Agreement, throughout the term of the contract. An active DUNS number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardee (i.e. prime contractors and prime grants recipients) use to capture and report sub-award and executive compensation.

In the event the grantee does not have a Data Universal Number, they are required to obtain one by calling 866–705–5711 or apply online at <a href="https://www.dnb.com/">www.dnb.com/</a>

A DUNS number is usually received within 2 business days.

nsert your Agency Duns Number:	
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# EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. NEEDS ASSESSMENT AND FUNDING

- A. To determine the amount of funding provided by this grant, each grantee completed a Needs Assessment Survey.
- B. The Needs Assessment Survey for this agency identified:
  - a. 9 staff to be trained under Purpose Area 1
  - b. 0 staff to attend master instructor training under Purpose Area 2
- C. The Needs Assessment Survey asked correctional agencies to project the number of staff that would receive training under this grant as a method of identifying the statewide need and determining the per capita distribution amount under Purpose Area 1. The per capita amount provided under Purpose Area 1 is \$270.00 per reported position. Any agency with 11 or fewer reported positions will receive a minimum allocation of \$2,970.
- D. The Needs Assessment Survey asked correctional agencies to identify whether they would be sending one staff person to a master instructor training for the new Behavioral Health training in core. Agencies that deliver their own core are required to send a staff person to the training under the provisions of this grant. All other agencies have the option to send a staff person to the training. If the Needs Assessment affirmed attendance, the corresponding box for Purpose Area 2 is checked in Section 4 of this agreement. Tuition for the class will be free of charge and all travel related expenses for the one staff person will be reimbursed by BSCC upon receipt of a travel expense claim in a format prescribed by the BSCC.

#### 2. PAYMENTS

- A. Funding under Purpose Area 1 of this grant will be released in one full payment upon receipt of a signed copy of this agreement and subsequent execution by BSCC.
- B. Funding under Purpose Area 2 of this grant will be paid through reimbursement of authorized travel related expenses.
- C. Any unspent funds remaining at the end of the grant term must be remitted to the BSCC within 90 days.

#### 3. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California and the Federal Government on account of project costs that may exceed the sum of the grant award.

South Gate Police Department BSCC 1141-18-MH Page 2 of 2

# EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

# EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

#### 4. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the U.S. Department of Justice, Office of Justice Programs. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

#### 5. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs.
- B. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

# EXHIBIT D SPECIAL TERMS AND CONDITIONS

#### 1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in this grant agreement.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

#### 2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with State Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances.

B. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the 2016 JAG Federal Award Special Conditions, which are included in this Grant Agreement as Exhibit E.

C. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in this grant agreement.

D. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

#### 3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with providers for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of

## EXHIBIT D SPECIAL TERMS AND CONDITIONS

them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

- C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.
- D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
  - 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the California State Auditor and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

### 4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the project period.

### 5. ACCOUNTING AND AUDIT REQUIREMENTS

## EXHIBIT D SPECIAL TERMS AND CONDITIONS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

### 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board <u>will not</u> enter into contracts or provide reimbursement to grantees that have been:

- 1) debarred by any federal, state, or local government entities during the period of debarment; or
- 2) convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

### 7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Grant Agreement. Changes shall not be implemented by the project until authorized by BSCC.

### 8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes, but is not limited to:
  - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with this Grant Agreement.
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

## EXHIBIT D SPECIAL TERMS AND CONDITIONS

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

### 9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Standards and Training for Corrections Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Standards and Training for Corrections Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Standards and Training for Corrections Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Standards and Training for Corrections Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

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## EXHIBIT D SPECIAL TERMS AND CONDITIONS

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### 10.WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

The Grantee hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines and requirements including:

1. Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements — whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at: <a href="http://oip.gov/funding/UniformGuidance.htm">http://oip.gov/funding/UniformGuidance.htm</a>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide", effective December 2017"), including any updated version that may be posted during the period of performance. The DOJ Grants Financial Guide is accessible at: <a href="https://oip.gov/financialguide/DOJ/pdfs/DOJ">https://oip.gov/financialguide/DOJ/pdfs/DOJ</a> FinancialGuide.pdf

4. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient will promptly notify, in writing, the grant manager for this OJP award.

5. All subawards ("subgrants") must have specific federal authorization

The Grantee acknowledges that the BSCC, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that — for purposes of federal grants administrative requirements — OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <a href="http://ojp.gov/funding/Explore/SubawardAuthorization.htm">http://ojp.gov/funding/Explore/SubawardAuthorization.htm</a> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

6. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that — for purposes of federal grants administrative requirements — OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at: <a href="http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm">http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm</a>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

7. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to

prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <a href="http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm">http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm</a> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

8. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events The Grantee and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide, effective December 2017" accessible at: <a href="https://ojp.gov/financialguide/DOJ/pdfs/DOJ FinancialGuide.pdf">https://ojp.gov/financialguide/DOJ/pdfs/DOJ FinancialGuide.pdf</a>.)

9. Requirement for data on performance and effectiveness under the award

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

### 10.OJP Training Guiding Principles

Any training or training materials that the Grantee — or any subrecipient ("subgrantee") at any tier — develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at: <a href="http://ojp.gov/funding/ojptrainingguidingprinciples.htm">http://ojp.gov/funding/ojptrainingguidingprinciples.htm</a>.

### 11. Effect of failure to address audit issues

The Grantee acknowledges and agrees to comply with any request related to the following: the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements on the BSCC, if (as determined by the DOJ awarding agency) the BSCC does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

- 12. The Grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.
- 13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <a href="https://www.ecfr.gov">https://www.ecfr.gov</a>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

15. Restrictions on "lobbying"

Federal funds may not be used by the Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a Grantee (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

16. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated

Appropriations Act, 2016, are set out at <a href="http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm">http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm</a>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

17. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <a href="https://oig.justice.gov/hotline/index.htm">https://oig.justice.gov/hotline/index.htm</a>.

18. Restrictions and certifications regarding non-disclosure agreements and related matters
No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a
procurement contract or subcontract with any funds under this award, may require any
employee or contractor to sign an internal confidentiality agreement or statement that
prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in
accordance with law) of waste, fraud, or abuse to an investigative or law enforcement
representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Grantee-
  - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as

described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

- 2) If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-
  - a. it represents that--
    - (1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 19. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

20. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this

award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- 21. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The Grantee acknowledges and agrees to comply with any request related to the BSCC requirements to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the Grantee understands that the BSCC must abide by reasonable deadlines set by BJA and OCFO for providing the requested documents.
- 22. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- 23. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
- 24. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to monitor its subrecipients' compliance with applicable federal civil rights laws. The BSCC has submitted written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov; the required elements of an MOA are set forth at <a href="http://www.ojp.usdoj.gov/funding/other\_requirements.htm">http://www.ojp.usdoj.gov/funding/other\_requirements.htm</a>, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
- 25. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the BSCC to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <a href="http://www.it.ojp.gov/gsp\_grantcondition">http://www.it.ojp.gov/gsp\_grantcondition</a>.
- 26. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the

the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction:
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, o education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of Mitigation Plan, detailed а as at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for relating programs to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

- **33.** JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
- 34. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<a href="http://nii.gov">http://nii.gov</a>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <a href="http://www.nii.gov/topics/technology/body-armor/safetyinitiative.htm">http://www.nii.gov/topics/technology/body-armor/safetyinitiative.htm</a>.
- 35. The Grantee agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body

communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 27. The Grantee agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.
- 28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 29. The Grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfili.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfili.org).
- 30. The Grantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
- 31. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
- 32. The Grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the Grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Grantee agrees to contact BJA.

The Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as

armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

- 36. The Grantee agrees to monitor subcontracts under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subcontract. The Grantee is responsible for oversight of subcontractor spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subcontractors. The recipient agrees to submit to the BSCC, upon request, documentation of its policies and procedures for monitoring of subcontracts under this grant.
- 37. Grantee understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here:

https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

38. Grantee understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here:

https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

- 39. The Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
- 40. Grantee understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here:

https://www.whitehouse.gov/sites/default/files/docs/le equipment wg final report final.pdf

- 41. Grantee understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
- 42. Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
  - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
  - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Grantee further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

- 43. BJA strongly encourages the Grantee to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <a href="https://www.bja.gov/Login.aspx">https://www.bja.gov/Login.aspx</a> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <a href="https://www.bja.gov/profile.aspx">https://www.bja.gov/profile.aspx</a>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <a href="https://www.bja.gov/SuccessStoryList.aspx">https://www.bja.gov/SuccessStoryList.aspx</a>.
- 44. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- **45.** The Grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
- 46. Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of the BSCC's obligations regarding the reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <a href="http://ojp.gov/funding/FAPIIS.htm">http://ojp.gov/funding/FAPIIS.htm</a> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

### 47. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or Grantee, with respect to subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

### 48. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to. the recipient) the unique entity identifier required for SAM registration.

### CITY OF SOUTH GATE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of discussing and considering the use of the Fiscal Year 19/20 Board of State and Community Corrections-Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Mental Health Training for Police Department Personnel.

The BSCC Edward Byrne Memorial Justice Assistance Grant to the South Gate Police Department is in the amount of \$2,970. A copy of the City Council Agenda Bill with the budget and summary report of the program may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

DATE:

TUESDAY, NOVEMBER 12, 2019

TIME:

6:30 P.M.

LOCATION:

COUNCIL CHAMBERS SOUTH GATE CITY HALL 8650 CALIFORNIA AVE SOUTH GATE, CA 90280

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

THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated this

	•		
		/s/	
		Carmen Avalos, City Cl	erk
Publication date:			

Item No. 6

RECEIVED

NOV 7 2019

## City of South Gate

CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER

11:50am

AGENDA BILI.

For the Regular Meeting of: November 12, 2019

Originating Department: Community Developmen

Department Director:

Joe Perez City Manager:

Michael Flad

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

**PURPOSE:** To adopt a Resolution authorizing the City Manager to execute a subaward agreement with the County of Los Angeles (County) for \$102,316 in grant funding. The grant funds are to be used for Census 2020 education and outreach activities.

**RECOMMENDED ACTION:** Adopt Resolution authorizing the City Manager to execute a subaward agreement with the County of Los Angeles to receive grant funds to be used for Census 2020 education and outreach activities.

**FISCAL IMPACT:** There is no impact to the General Fund. Staff will submit a subaward agreement that will enable the City to receive \$102,316 in grant funding for census education and outreach activities.

ALIGNMENT WITH COUNCIL GOALS: This Resolution will allow the City to continue to create and protect strong sustainable neighborhoods by ensuring an accurate census count. An accurate census count is vital to ensure the City receives federal, state, and local funds based on population. These funds are used for various programs and infrastructure improvements that impact our neighborhoods.

ANALYSIS: Based on State requirements to focus outreach efforts on Hard To Count (HTC) geographies and populations, the City of South Gate is eligible to receive Census funding through the County. The City of South Gate is elegible for \$102,316 in grant funding through the State for Census 2020 education and outreach activities. In order for the City to receive the full funding allocation, the City must authorize the execution of a subaward agreement and submit said agreement to the County. The City must also complete the following tasks:

- 1. Census Complete Count Committee Membership- The City must form its own committee, or it may join and participate in the County's Complete Count Committee. The City of South Gate meets this requirement due to the South Gate Complete Count Committee that was formed July 23, 2019.
- 2. Strategic Implementation Plan- The City must submit a plan, subject to County approval, detailing the City's plan for Census education/outreach targeting the City's HTC areas/populations. Staff submitted a draft Census 2020 Strategic Implementation Plan (Attachment A) to the County, which is being reviewed. The final strategic implementation plan will be provided to the City Council.

- 3. **Reporting-** The City must agree to adhere to all State and County reporting requirements, including the tracking of all Census outreach events/activities by submitting monthly updates, and documenting which State funds are being used for the approved activities/expenditures identified below:
  - Outreach activities/community events to educate/encourage HTC populations to complete the Census questionnaire.
  - Purchase of outreach materials (banners, bus wraparounds, flyers).
  - Local paid media targeting HTC areas/populations.
  - Distribution of outreach materials.
  - Canvassing of HTC areas.
  - Form-filling assistance.
  - Phone banking.
  - Pledge cards (creation and/or distribution).
  - Translation/interpretation services.
  - Promotion of local hiring of Census enumerators (in partnership with U.S. Census Bureau).
  - Non-Response follow-up activities (during May-August 2020).
- 4. Unused Funds- The City must agree to return any unused funds in accordance with State requirements.

The proposed Resolution (Attachment B) will help support the City's Census efforts in ensuring everyone in South Gate is counted in the 2020 Census.

A copy of the Agreement and Census 2020 Strategic Implementation Plan will be provided once these documents have been finalized.

**BACKGROUND:** On March 21, 2019, the County of Los Angeles (County) elected to receive funding from the State of California to promote participation in the upcoming 2020 Census. The State's campaign is designed to focus outreach efforts on both the geographic areas and demographic populations commonly referred to as hard-to-count (HTC). As a result, the County intends to allocate Census outreach funding to appropriate cities based on the amount of HTC geographic areas present within these cities according to the State's CA-HTC Index and the Census Bureau's Low Response Score measure.

On May 3, 2019, the Los Angeles County Chief Executive Office issued a letter to impacted cities regarding its intent to partner with the California Community Foundation, to coordinate and administer Census funding to cities with HTC or least likely to respond areas. However, since the issuance of that letter, the County has elected to directly administer funds to appropriate cities, rather than through the California Community Foundation as indicated previously. Based on State requirements to focus outreach efforts on HTC geographies and populations, the City of South Gate was elegible to receive Census funding.

ATTACHMENTS: A. DRAFT Census 2020 Strategic Implementation Plan

B. Proposed Resolution



# City of South Gate: Census 2020 Strategic Implementation Plan DRAFT

**November 5, 2019** 

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### Introduction

The City of South Gate 2020 Census Strategic Plan is a guiding document outlining the goals and strategic objectives to ensure all South Gate residents, in particular the hardest to count residents, are counted in the 2020 Census.

The U.S. Census Bureau is required by Article 1, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years and the next decennial Census will be conducted in April 2020. 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 more than \$675 billion in federal grants annual funding such as the Community Development Block Grant Program (CDBG), as well as funding for roads and school lunch programs. Census data is also used to make decisions at every level of government, such as where to build schools, hospitals and senior centers. For these reasons, a complete and accurate census count is essential to the well-being of all Californians.

An accurate 2020 Census is essential to ensure fair political representation and maintain an equitable distribution of funding for projects and social service programs. California and our communities have so much to lose if an accurate count is not accomplished. The City of South Gate Census goal is that every resident is informed about, has access to, and completes a 2020 Census survey. The City will continue to partner with the state, county and community-based organizations, to ensure all South Gate residents in every neighborhood and of every background have the assistance and encouragement they need to fill out their surveys.

This document outlines specific strategies, tactics, and timeline(s) — and describes the specific partnership(s) and how resources will be leveraged — to achieve the highest self-response rate on the Census 2020 questionnaire. While this plan focuses on the efforts led by the City, there will be close coordination with the California Complete Count Office and the U.S. Census Bureau.

### Challenges in 2020 Census

The US Census Bureau faces many challenges counting certain households and population groups, regardless of budget and staffing. Historically, the populations who have been undercounted include immigrants, minorities, linguistically isolated groups, homeless and transient populations, children under 5 years old, persons who are disabled, residents living in unstable or unconventional housing, and those living in low-income households.

According to the County of Los Angeles, approximately 92% of all Census Block Groups in the Southeast Los Angeles Region are considered hard-to-count due to having a "Very High" or "High" Low Response Score. Federal officials rely on census data to allocate billions of dollars in federal funds to local communities and an accurate count is essential to properly appropriate these funds. Cities in the Southeast Los Angeles region depend on federal financial resources to pay for vital services and programs such as education, crime prevention, health care and transportation. An accurate count of the 2020 Census will help ensure that South Gate residents are represented and it will help receive critical services.

California has historically been the hardest-to-count state in the nation. In 2016, about 75% of all Californians belonged to one or more groups that tend to be undercounted. The City of South Gate has many of these hard to count groups. Below is some Data on the City of South Gate from the American Community Survey 2013-2017 5 year estimates.

- 32.3%- Low Response Score
- 42.87 %- Foreign Born
- 30.17%- No One in Household Age 14+ Speaks English "Very Well" (%)
- 41.06%- Population 5+ Who Speak English Less Than "Very Well" and Speak Spanish
- 14.68%- Population 18-24
- 10.98%- Population 65 and Over
- 93.39%- Hispanic
- 67.14%- Renter Occupied Housing Units
- 44.62% Married Couple Households with Child Under 18
- 24.18%- Family Occupied Housing Units with Related Children Under 6
- 74.81%- Population with Broadband Internet and Computing Device

### **Goals**

It is essential for the City of South Gate to partner with the State of California, County of Los Angeles, U. S. Census Bureau, and various Community Based Organizations (CBO's) to obtain a complete count during the 2020 Census. The goal for the Census is to achieve the same or higher self-response rate as was achieved in 2010, despite the additional challenges faced by hard-to-count populations and the current political division over questions regarding immigration status. Maintaining a high self-response rate is especially critical, since the Census Bureau is expected to face significant challenges in recruiting well-qualified enumerators as well as a reduced budget for non-response follow up.

The following are the goals of the City of South Gate Census effort.

- 1. That every resident in the City of South Gate is informed about, has access to, and completes a 2020 Census survey.
- 2. The City will place special emphasis on those populations and areas that are identified as being Hard-to-Count (HTC) and hopes to increase participation in hard-to-count communities:
- 3. The City would like to achieve a Self-Response Rate of at least 76.9% (2010 Self Response Rate according to the US Census Bureau);
- 4. Collaborate with the U.S. Census Bureau, State, regional groups, Regional CBO's, Los Angeles County and community organizations to avoid duplication and effectively communicate the Census message; and
- 5. Build additional capacity and strengthen partnerships with community-based organizations through Census outreach efforts.

### Approach

With a goal to achieve a complete count of all residents in the City of South Gate, the City will coordinate local outreach efforts and administer \$102,316 in grant funding from the State to

support a grassroots approach to reaching communities least likely to self-respond to the Census. Historically, these "hard to count communities" have primarily included, but are not limited to:

- People without broadband internet access
- Children under the age of 5
- Individuals with limited English proficiency

The City of South Gate will work with local organizations at the grassroots level to ensure all residents, in particular the hard-to-count (HTC) populations, self- respond to the Census 2020 Questionnaire. To make optimal use of the limited funding allocated for Census outreach, the City intends to leverage the efforts of the U.S. Census Bureau Partnership Program, the State of California Complete Count Committee, the Regional Administrative Community-Based Organization, and local foundation/community-based organizations. Using a data-driven approach, the outreach plan capitalizes on existing public resources and partners with local government and community-based organizations to catalyze grassroots energy. In addition to the primary outreach programs, the City will collaborate with the Census Bureau and the State to promote events such as Census Days, business partnerships, and various Census in the Community events.

### **Outreach Plan**

There are four primary organizations actively working in the City of South Gate region to support and encourage a complete count of every resident. The City will be collaborating with these organizations to ensure the 2020 Census is a success.

- 1. The U.S. Census Bureau conducts the count by administering the survey, following up door-to-door at residences that do not self-respond (i.e., complete the Census upon receiving an initial invitation), and deploying a media campaign to publicize the Census process that asks residents to electronically submit their responses after receiving a postcard in the mail specifying a link and user ID.
- 2. The California Complete Count Office provides funding as appropriated by the State legislature for outreach.
- 3. Los Angeles County serves as the fiscal agent for funding from the State and coordinates outreach by the local governments.
- 4. The California Community Foundation (the Administrative Community-Based Organization or ACBO) administers funding for grassroots outreach to various Community Based Organizations (CBO's).
- 5. The SELA Collaborative is a CBO that has been funded by the ACBO to provide outreach to the Cities in Southeast Los Angeles, which includes the City of South Gate.

The City's Outreach Plan centers on the idea that by working with various community partners and providing a range of options for collaboration, the City can reach HTC residents through a variety of means. The Outreach Plan has various programs in which community partners may participate. There are four programs that will be implemented with City/State funding listed below:

- 1. Messaging Community Partners: The City is working with various community partners to amplify Census messaging through social media, newsletters, and email blasts. Messages may be targeted to specific populations and will be in English and Spanish.
- 2. Questionnaire Action Kiosks (QAK): The City will be hosting a Kiosk in the South Gate City Hall, and will be encouraging other Community partners to host similar Kiosks in various locations.
- 3. Census Speakers Bureau: The City will work to match requests for a Census 2020 Speaker at community events with local trusted messengers, Complete Count Committee Members, and Census staff to present at various local events.
- 4. Complete Count Committee Meetings: The City will utilize the CCC to help develop and expand on the City's Outreach Plan.

### **Potential Additional Outreach Programs**

- 4. Community Events- The City is looking to collaborate with various community organizations to host a variety of Census related events.
- 5. Census Goodwill Ambassadors Program- The City is looking to collaborate with the US Census Bureau to recruit volunteers to serve as Census Goodwill Ambassadors.
- 6. Adopt-a-Block Program: The City will collaborate with community Organization volunteers to canvass in HTC Census Blocks to encourage residents to fill out their Census questionnaires. This program will work in concert with SwORD's live self-response data to target areas with a low self-response rate. Community Organizations and/or volunteers will be provided with training for the canvassing.

The City of South Gate will use a variety of data sources to determine where HTC populations are located, including the Census Bureau's Planning Data set and the State of California SwORD database. The City also looked at existing analyses related to disadvantaged communities including CalEnviro Screen data, Opportunity Zones, and California Water Resources Disadvantaged Communities data. Finally, in order to understand where targeted messaging may need to be implemented, we reviewed some additional data sources. A comprehensive language analysis will be completed to better understand the language needs throughout the county. The Statewide Outreach and Rapid Deployment (SwORD) mapping tool developed by the California Complete Count Office will be used to identify the areas and populations least likely to respond to the 2020 Census. The tool includes a hard to count (HTC) index modeled on the U.S. Census Bureau's hard to count score of past censuses and includes 14 demographic, housing and socioeconomic variables correlated with an area being difficult to enumerate (i.e., count). This index helps to identify areas with high concentrations of the people who are least likely to respond to the Census.

The City has identified the following least likely to respond areas in the City of South Gate.

- Immigrant Residents
- Non-English Speakers
- Cultural and Ethnic Populations
- Minority Populations
- Poverty Population
- Youth, aged 0-5
- Youth, aged 18-24
- Rural Residents

- People with Disabilities
- LBGTQ
- Veterans
- Unhoused Residents
- Areas with limited internet access
- Renters
- Elderly

A map series of HTC characteristics is attached. (Attachment A)

Outreach will be deployed in three phases, consistent with the recommendations of the California Complete Count Office and the U.S. Census Bureau: **Educate**, **Motivate**, **and Activate**. Specific details regarding activities in each phase will be developed by the 2020 CCC and subcommittees. The lists below reflect some of the possible activities the Committee may choose to deploy. Much of the strategy will be completed through existing resources within the City.

### Awareness and Education (October - December 2019)

The public education phase will raise awareness that the Census is happening and convey the importance of participating. Activities that may occur during this phase include the following.

### • Promote Census Job Openings

- o Publicize available Census jobs to assist with the 2020 Census count (e.g., census takers or enumerators) and requirements.
- o Promote Census job openings through local workforce development agencies and community colleges.

### Amplify Census Messaging

- o Remind constituents why participation in the 2020 Census is important during presentations by elected officials, as well as in newsletters and other communications.
- o Include Census messages during community celebrations and events (e.g., South Gate Christmas parades, fairs, festivals, and other gatherings).
- o Spread Census information through community centers (e.g., Libraries, Sports Center, Schools, churches, etc.), community block grant recipients, community collaboratives, social service agencies, etc.
- o Promote Census related information on the Cities, website, social media, and magazine.
- o Targeted efforts by libraries among hard to count populations to encourage Census participation as part of their regular operations.
- O The City is committed to promoting an accurate Census count and is considering the following outreach strategies, especially among the hard to count communities of the unincorporated areas of the region.
  - Targeted messaging in existing City-controlled media channels such as publications, newsletters, social media or other customer communications including city billing statements, voting materials and other city generated collateral material.

- Include Census information in visits from City staff who interact with HTC populations in their regular duties (e.g., Police Department, Building Inspectors, Code Enforcement Officers, and Business License).
- o Partner with trusted organizations to include signage about the Census and messaging in regular communication channels.
- o Solicit support from developers, the Housing Authority, and property owners to broadcast Census messages.
- o Partner with our business community to promote Census message in the various business districts.
- o Reach out to mobile home parks through mailings regularly sent to residents.
- o Reach out to schools in the City to teach Students about the Census. Work with schools, K-12, and colleges to incorporate Census presentations and send messages home to parents.

### Educate staff

- o Provide training on how to encourage participation in the 2020 Census, aligned with training provided through CBO's to ensure consistency.
- o Promote CBO trainings to reach as many organizations as possible.
- o The City will be having a committee with City staff to go over ways to promote the Census 2020 to the community via City programming.

### Motivate (January - February 2020)

In early 2020, outreach will focus on motivating participation in the Census overall and particularly in HTC communities and may include the following. These activities will be closely coordinated with the CBO's and US Census Bureau to ensure cohesive messaging and avoid any duplication.

- Continue amplifying the message as described in the education phase.
- Include alerts and reminders to participate in city and county department notices, mailers, inserts, utility and other bills, pay checks, signage, newsletters, website pages, social media, etc. This strategy is intended to reach all residents, including HTC populations.
- Targeted efforts by libraries among hard to count populations to encourage Census participation as part of their regular operations.
- Use postage meters to stamp Census message on outgoing city mail.
- Hold special events and town halls focusing on the 2020 Census.
- Hold events at affordable housing properties.

### Activate (March – April 2020)

As Census postcards are scheduled to arrive from the U.S. Census Bureau in March 2020, the activation phase will focus on self-response. Similar to the motivation phase, these activities will be closely coordinated with the ACBO and may include the following.

- Hold ceremonial kick-off and media event to publicize the delivery of Census materials.
- Have a "Census Marathon" on City property, or collaborate with a local business to host such events.
- Have Live events via social media channels (e.g., live Twitter chat/ Facebook event) where people can call in with questions about the Census and get help filling out their form.

- Continue amplifying the message as described in the education phase.
- Utilize existing public internet access points as kiosks at libraries, affordable housing community centers, schools, community recreation centers/parks, senior centers, social service buildings, and other community hubs.
- Augment availability of internet access at libraries by leasing additional devices dedicated to Census completion in specific hard to count locations.
- Establishing and staffing questionnaire assistance centers/kiosks in areas where no public internet access points are available and personal broadband internet access does not already exist (e.g., libraries, resource centers available through schools, churches, etc.).
- Hold "Fill Out the Census" events at questionnaire assistance centers/kiosks, at schools using computer banks, and using computer work rooms in affordable housing units, senior centers, LGBTQ meetings, etc.
- Publicize the Census Bureau's toll-free Census Help Line for questionnaire assistance.
- Coordinate with the County of Los Angeles to establish a help desk system to answer Census-related questions, assist in Census completion, and handle misinformation.
- Support phone banking and door-to-door outreach efforts by CBOs through an "Adopt a Block" program (modeled program in Los Angeles County).
- Develop a Public-Private Partnership to provide mobile WiFi hot spots for outreach at community events or door-to-door efforts, to facilitate Census participation outside of existing public internet access points.
- Encourage local elected officials, influencers, and other prominent community members to share information about the Census through social media, promoting participation.
- Conduct advertising campaign to reach people in HTC areas through outdoor and digital
  advertising, and through advertising in print publications that target demographics that
  include hard to count populations.
- Conduct an earned media campaign to share details about how to participate in the Census.

### Non-Response Follow-Up (May – July 2020)

The activate phase concludes with non-response follow-up, which may include the following.

- Alert law enforcement, emergency response and dispatch services, about the non-response
  follow-up period so they can be prepared to handle calls from the community that may
  arise during this time.
- Hold press conferences with influential leaders to alert the community that the Census Bureau enumerators will visit homes of persons who have not responded.
- Key community stakeholders will be included to provide linguistically appropriate messaging for hard to count communities.
- Show how enumerators can be identified and encourage participation through city and department notices, mailers, inserts, utility and other bills, pay checks, signage, newsletters, website pages, and social media.
- Assist Census Bureau staff in identifying tenant and homeowner representatives who can facilitate access to gated and high security areas.
- In areas where response rates remain low following the initial enumeration period:
  - o Collaborate with the US Census Bureau to host events.
  - o Redeploy previously acquired questionnaire assistance centers/kiosk resources to areas with low response rates if not already in place.

### **Partnership Coordination**

Having a strong understanding of local needs and resources from Federal, State, and regional efforts is important in ensuring the success of the 2020 Census. The City is developing a plan to coordinate with Census partners at all levels. The following outlines the key components of the plan.

- 1. Develop a Role and Resources Document-Overview of role and resources document is in development, which outlines what resources are provided by the U.S. Census Bureau staff, State Complete Count Committee, the Regional CBO, the County, and local cities and community organizations.
- 2. The City of South Gate has identified community organizations serving local HTC populations and has informed organizations about resources available for Census outreach.
- 3. The City of South Gate has formed a Complete Count Committee in preparation for the 2020 Census.
- 4. Ongoing Communication:
  - 1. The City has scheduled regular meetings with U.S. Census Bureau Liaison and Partnership Specialists, State Complete Count Census 2020 Office Regional Manager, and representatives from the Administrative Community-Based Organizations (ACBO)
  - 2. City staff is attending local Regional Working Groups, LA County Complete Count Committee Meetings, CAK Steering Committees and Subcommittee Meetings; and
  - 3. City is finalizing 2020 Census Marketing and Outreach plan.

### **Complete Count Committee**

The United States Census Bureau advocates for the creation of Complete Count Committees ("CCCs") to help inform communities about the 2020 Census. The purpose of CCCs, established by local governments, tribal, state and community leaders, is to increase awareness of the 2020 Census and increase census participation. CCCs are most effective when they include a cross section of the community which include individuals from government, education, business, religious organizations, the media and community groups. The CCC will provide high level oversight of outreach to ensure that duplication is avoided and any gaps are addressed. Through regular meetings, the CCC will provide input on the strategic and implementation plans, approve funding allocations, receive news and updates, and monitor outreach progress.

On July 23, 2019, the South Gate City Council appointed representatives from various community organizations to the Complete Count Committee in order to bring awareness and highlight the importance of completing the 2020 Census to residents. Having an accurate 2020 Census count can translate into additional funding which will help support the City with the ability to provide vital services. The CCC is comprised of various community members from various community groups, to provide guidance and support for the City's outreach and engagement efforts leading up to and during the 2020 Census, and to make sure that all residents are counted. The Chairperson, Councilmember Al Rios and City Manager, Michael Flad, appointed representatives from the following groups to represent the community and serve on the CCC:

- Census Representatives/ Partnership Specialists
- Business Representatives

- Education Representatives
- Healthcare Organizations
- Government Representatives
- Faith Based Organizations
- Community Based Organizations
- Media Representatives

Below are some of the key goals for the South Gate Complete Count Committee:

- Advise the Mayor, City Council and City Departments on ideas, approaches, strategies, activities, concerns and issues with regard to obtaining a complete count of all South Gate residents for the 2020 Census;
- Provide leadership and support for local outreach and educational efforts;
- Actively promote participation in the 2020 Census within their own communities; and
- Support community, city, state, and national efforts to obtain a complete count.

The first CCC meeting was on October 5, 2019 and the City will organize three more CCC meetings before April 1, 2020 in order to prepare a communication and outreach strategy regarding the 2020 Census. In addition, a 2020 Census Steering Committee was formed comprised of one representative from the various Complete Count subdivisions, to help guide the decision making process. For a list of the City of South Gate's CCC please see Attachment B.

The South Gate CCC may add members, as needed, in order to better connect to the various demographic groups that exist in South Gate in order to increase participation. The CCC will not have a maximum nor minimum number of members in order to allow for continued recruitment. The Committee is staffed by the Community Development Department and will provide regular updates to the City Council. The City's formation of a CCC will ensure that local households are kept abreast of the various census operations and provide a better understanding of the census process which will increase their willingness to be a part of the successful enumeration in 2020, before the information is nationally circulated. CCCs utilize local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts.

The South Gate Complete Count Committee will organize residents who are able to connect to all demographic and social groups within the City in order to encourage residents to respond to the census. The CCC will 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, community, and the Census Bureau; and assist the Census Bureau in obtaining the most accurate count of South Gate residents in 2020. The CCC shall be comprised of a cross-section of community members from various community groups. South Gate's Complete County Committee reports to the South Gate City Council. The CCC will be instrumental in developing the Implementation Plan. In addition to the CCC, additional subcommittees or working groups may be identified to work on specific topics. The structure of the Complete Count Committee is provided below.

The City's outreach strategy will be guided by the CCC to avoid duplication and ensure any gaps are addressed. The CCC will be convened by the City with representation from the jurisdictions,

elected officials, business community, educators, health and human services, and the media. The CBO's will convene another group that will focus on the community agencies working directly with groups that can be hard to count. The City and the CBO's will participate in both groups, as will the US Census Bureau Partnership Specialists and the California Complete Count Office Regional Program Manager.

**Resources Planned for Outreach Activities** 

Resources Planned for Outreach Activities		Tp 15
Activity	Existing City Funding	Proposed Funding
Educate		
Promote Census Job Openings	X	
Amplify Census Messaging	X	X
Signage production		X
Teach students about census	X	X
Educate staff	X	
Motivate		
Amplify Census Messaging	X	X
Alerts/ reminders	X	X
Targeted Outreach by Libraries	X	X
Census message stamped on outgoing mail	X	X
Special Events and Press Outreach	70.090	X
Activate		
Kick Off Event Census Marathon		X
Amplify Census Messaging through Existing		X
Communication Channels	The second secon	
Existing Public Internet Access	X	
Kiosks	X	X
Library Outreach	X	
Establishing Kiosks in Areas with No Internet	X	X
Access		
Fill Out the Census Events	X	X
Help Desk		
Phone Banking/Door-to-Door Outreach		X
Mobile WiFi hot spots through Public-Private		X
Partnerships		
Participation Promotion by Community		X
Influencers		
Targeted Advertising Campaign		X
Earned Media Campaign	2000	- 1144-2
Non-Response Follow-Up		X
Inform Emergency Response/	X	
Dispatch		
Press Conferences		X
Encourage Participation	X	X
Identify Tenant/ Homeowner Representatives	X	X
Host Events in Areas with Low Response Rates		X
Move Kiosks to Areas with Low Response Rates	X	X

### Resources and Infrastructure

The City's planning division will be using SwORD mapping portal. Outreach and materials will be culturally and linguistically appropriate for the HTC community. The goal is to create partnerships with leaders in the hard to count communities who can act as trusted messengers. Outreach will be guided by the following recommendations drawn from the Census Policy Advocacy Network (CPAN), a collaborative effort among multiple statewide organizations in California to help shape policy concerning the 2020 Census.

Questionnaire Assistance Centers (QACs) and Questionnaire Action Kiosks (QAKs) will be a key resource to ensuring there is a complete count in 2020. The following outlines the potential types of QACs and QAKs that will be deployed in the City of South Gate.

- QACs are locations staffed with Census Partnership Staff, knowledgeable personnel, or a trained Census Volunteer to assist residents to complete their forms. These may be established as one-time events or be open throughout the survey period.
- QAKs are digital Census Kiosks that are available for residents to have questions
  answered through an easy to use interface or via Census Ambassadors. The kiosks may
  reside on existing computers at libraries or service locations. Alternatively, they may be
  as simple as a tablet device or app that is portable. QAKs will be activated prior to and
  throughout the survey period.
- The number of QACs and QAKs will largely depend on resources and partnerships with the Census Bureau, the State, and the ACBO.
- The City of South Gate has identified potential sites including:
  - Libraries (QAKs)
  - o County Service locations (QAKs)
  - Community Based Organizations (QACs or QAKs) that volunteer host a QAC or QAK
  - o Churches and other faith-based locations (QACs or QAKs) that volunteer to host a QAC or QAK Schools (QAK)
  - o Other locations determined at Kick-Off Event and other community outreach events

### OACs/ KIOSK

Through the strategic planning process, the City has identified potential locations in block groups with an HTC Index greater than 37. All existing publicly accessible devices (e.g., computers or tablets) at each of these locations will automatically open the Census webpage for survey completion. Additional laptop stations equipped with privacy screens are being considered for select locations to alleviate privacy concerns or where existing public access devices are already in high demand. In addition to libraries, the following institutions are being considered for OACs/OAKs:

- Churches
- Recreation and community centers
- Health clinics
- Multi-unit housing complexes
- Schools

The goal is to locate QACs/QAKs in community spaces where members of HTC communities congregate and feel safe. Any identified gaps will be filled through mobile kiosks, mobile WiFi hot spots, or tablets with data connections, which also can be taken to events or other outreach activities. Staff at each QAC/QAK location will receive training on how to answer questions from residents, how to engage residents, what information can be provided, and where to go for additional resources or support. QAC/QAK locations also may host events where trained Census workers will be available to assist the public. Every effort will be made to ensure that culturally and linguistically appropriate volunteers or staff are available. The City will be attending all required trainings held by the County on QAK's.

### Language Access Plan

The City of South Gate supports the California Complete Count Committee, Language and Communication Access Plan (LACAP) which aims to ensure that language and communication access is linguistically and culturally appropriate and provides equal and meaningful access to California's vulnerable populations. Providing language and communication access to Limited English Proficient (LEP) individuals and people with disabilities is a priority for the City of South Gate.

The City of South Gate has an estimate of 94% residents who are Hispanic or Latino; 1,924 residents who are two or more races. Of this population, it is estimated that 71.8% of residents are from Mexican decent, and 3.9% are from Salvadoran descent. These are two of the most common ancestries in South Gate. Over 42% of residents are foreign born, high for Southeast and high for the county. Mexico (76.2%) and El Salvador (9.7%) are the most common foreign places of birth. The majority of residents speak Spanish at home. Given the City of South Gate has many non-English Speakers, having a robust language access plan is critical.

Below are some of the City's efforts:

- Our efforts will build on the SELA Collaborative and California Community Foundation's Language services plan.
- The City of South Gate will work with local CBOs to provide in-language outreach and education activities and questionnaire assistance. The State of California is anticipated to provide materials and resources as well as consistent messaging.
- Additionally, the City will provide both written and verbal translating services at workshops and other outreach events when needed.
- In collaboration with SELA Collaborative, CHIRLA, and the US Census Bureau, materials and messages will be translated and culturally interpreted in Spanish (which is consistent with the ACBO's strategic plan previously submitted to the State).

### **Workforce Development**

The City of South Gate has developed a Census 2020 webpage as a resource that links to the State Census recruitment page, as well as the State Resource Page, to include the development of a database to capture and develop relationships with interested community groups. The Cities outreach plan includes assisting the U.S. Census Bureau in hiring local Census enumerators (i.e., census takers) and other personnel to assist with the process of establishing trusted messengers for

enumeration. Specifically, the City will share job announcements via social media and email blasts in order to engage residents in conversation, communicate with departments that assist with employment, and follow through on requests by the Regional Program Manager.

Additionally the City will post job opportunities in our City website, social media and email blasts. The City will also encourage local career centers to post various employment opportunities. The City's email lists reaches about 500 partners, including business owners, education partners, contractors, and community- based organizations. These partner organizations then share postings with their networks.

Libraries have always been considered trusted messengers and safe places and will be a resource that the City plans to utilize. The County libraries will host a number of recruitment sessions with the U.S. Census Bureau throughout the County during the U.S. Census recruitment period.

### **Measuring Results**

The 2020 Census presents an array of challenges that make the risk of an under-count highly likely given the broad scope of work that requires the coordination of stakeholders across all sectors in the community, it is then very important to have a system in place that can track as well as guide all efforts moving forward. The City will make it a priority to log all forms of contacts, engagements, publications, events, partnerships, agreements and initiatives relating to outreach to inform future Census efforts. All meetings and reports as well as media will be collected to quantitatively measure levels of workload and engagements completed throughout the course of the initiative This includes the logging of website as well as social media engagement to understand the range of populations reached throughout the year In addition, written commitments relating to census efforts will be collected as a mechanism to measure sector partnerships and representation This data can additionally be used for future efforts and for other community outreach activities.

### Post 2020 Census Project Evaluation Plan

A post-project evaluation will be provided recapping all information collected. The evaluation will serve as a summary of all efforts and engagements throughout the project to provide useful information as well as measurements of performance. Furthermore, the evaluation will provide information necessary for the final report. Below is the post-2020 Census Project evaluation plan template that will be utilized to evaluate the success of efforts and opportunities for growth throughout the 2020 Census Project Evaluation of the aforementioned data will serve as a basis to write this report. This post-2020 Census Project evaluation will then help to create formalized, standardized, best practices that can be applied to future initiatives.

- Overall Strategic Plan Assessment
- Scope Management
- Quality of Deliverables
- Key Accomplishments
- Lessons Learned
- Future Considerations
- Best Practices

### **Budget**

The table below summarizes the plan of expenditures and the following descriptions provide more details for each line item.

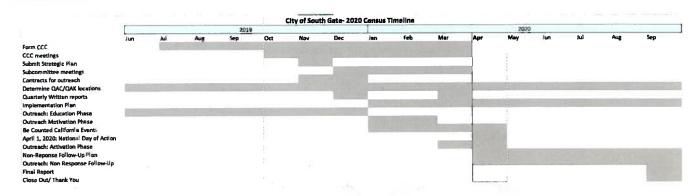
Tasks	Total	State Grant
Grant Administration	\$5,115.8	\$5,115.8
Promotional Material, Outreach, Events, Printing, Banners, Billboards, Bus shelters, transit vehicles, utility billing, etc.	\$67,200.2	\$67,200.2
Media, Videos	\$15,000.00	\$15,000.00
Additional Outreach Tasks, in kind staffing, meeting venues, materials, food.	\$10,000.00	\$10,000.00
Language Services (Translation of Materials/ Events)	\$5,000.00	\$5,000.00
Total		\$102,316.00

- \* City is responsible for meeting organization, outreach to local partners, coordination with federal, State, and regional organizations, communication and media plan implementation, management of outreach programs including QAC/QAKs, community messaging, and a speaker's bureau.
  - Administrative Costs: City of South Gate staff time required for oversight, coordination, and fiscal agent tasks.
  - Media: These funds will support media buys to augment the statewide/ county outreach and public relations campaign.
  - Promotional Materials: This category includes incentives to increase event attendance and remind people about the Census through logo or message placement.
  - Outreach & Events: All outreach, including the efforts by community-based organizations, are included in this category, as well as items to create a fun and inviting atmosphere (e.g., refreshments, activities for kids).
  - Equipment for Kiosks: This equipment will be leased and coordinated across agencies to maximize efficiencies and minimize costs

 Non-Response Follow-Up: These funds are reserved for events and outreach in areas with low response rates. In addition, local companies will be asked to sponsor the effort in order to augment the budget for promotional materials.

The allocation across categories is an estimate and may shift as outreach evolves and needs arise.

## **Timeline**



## **Contact Us**

For questions or additional information on the City of South Gate's 2020 Census efforts, please contact the South Gate Community Development Department at (323) 563-95-35 or email Dianne Guevara at <a href="mailto:dguevara@sogate.org">dguevara@sogate.org</a>.

## RESOLUTION NO.

## CITY OF SOUTH GATE LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBAWARD AGREEMENT WITH THE COUNTY OF LOS ANGELES TO RECEIVE GRANT FUNDS TO BE USED FOR 2020 CENSUS EDUCATION AND OUTREACH ACTIVITIES

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, the next enumeration will be April 1, 2020 and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California has a large percentage of individuals that are considered traditionally "Hard-to-Count ("HTC")" and "least likely to respond", which are terms of art and are often used interchangeably based on multiple demographic, housing and socioeconomic variables factors, have been judged as difficult to enumerate by the California Department of Finance Demographic Research Unit; and

WHEREAS, these diverse communities and demographic populations are at risk of being missed in the 2020 Census; and

WHEREAS, California received nearly \$27 million in federal funding to conduct Census 2020 outreach related activities; and

WHEREAS, the County of Los Angeles ("County") was awarded a total of \$9,393,090 in funding to conduct 2020 Census-related education and outreach activities, and to initiate targeted outreach strategies; and

WHEREAS, pursuant to Government Code section 31000 and Health and Safety Code section 34149, the County may enter into an agreement with the city to provide specialized functions on behalf of the County; and

WHEREAS, on January 29, 2019, the County Board of Supervisors authorized the Chief Executive Officer to execute agreements with public entities, community-based organizations and other entities to carry out the above activities consistent with all State requirements; and

WHEREAS, the City of South Gate ("City") is eligible to receive \$102,316 in grant funds from the County for census outreach activities; and

WHEREAS, the City desires to request an allocation of funds to provide said Census-related education and outreach activities; and

WHEREAS, the City desires to enter into a Subaward Agreement with the County to receive said grant funds;

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

**SECTION 1.** The City Council hereby authorizes the City Manager to execute a Subaward Agreement with the County of Los Angeles for the City to receive \$102,316 in grant funds to be used to engage in Census 2020 education and outreach activities that focus on both geographic areas and demographic populations who are "HTC" and "least likely to respond."

**SECTION 2.** The City Council hereby acknowledges that it will be subject to the terms and conditions as specified in the Subaward Agreement.

[Remainder of page left blank intentionally.]

**SECTION 3.** The City Council hereby authorizes the City Manager or his designee to execute all necessary documents, on the City's behalf, to ensure compliance with the Subaward Agreement and to conduct 2020 Census-related education and outreach activities.

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 12th day of November, 2019.

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	CITY OF SOUTH GATE:
	By: M. Belén Bernal, Mayor
ATTEST:	
By: Carmen Avalos, City Clerk (SEAL)	
APPROVED AS TO FORM:	

By: Kaul Balinas / Rec Raul F. Salinas, City Attorney RECEIVED

NUV 6 2019

# City of South Gate

CITY OF SOUTH GATE A GENDA BIJ

6:55pm

For the Regular Meeting of: November 12, 2019
Originating Department: Parks & Recreation

Department Director:

Paul L. Adams

City Manager:

Michael Flad

SUBJECT: COMMUNITY FACILITY INVENTORY

**PURPOSE:** To amend the scope of work and fees of the existing Non-Profit Study agreement to include an inventory of community facilities and their current availability.

### **RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 1 to Contract No. 3524 with RSG, Inc., extending the scope of work to include the development of a Community Facilities Inventory in an amount not to exceed \$13,885;
- b. Appropriate \$13,885 from the unassigned UDAG Fund Balance to Account Number 262-603-41-6101 (UDAG Fund Professional Services) to fund the cost of this Amendment; and
- c. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** Funds, in the amount of \$22,015, were carried over from the Fiscal Year 2018/19 budget for this item; in order to provide for this additional scope of work, the City Council will need to appropriate an additional \$13,885 from the unassigned UDAG Fund. The current balance in the unassigned UDAG Fund Balance is \$306,157.

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: On May 14, 2019, the City Council approved Contract No. 3524 with RSG, Inc., for development of a Nonprofit & Community-Based Organization Development Plan. One of the known issues is availability of community facilities to house existing and new non-profit organizations. The City Council has requested that we take advantage of the current study and include an additional task of completing a Community Facilities Inventory. A proposal for this service has been attached along with a cost proposal for \$13,885.

**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 approved an agreement with RSG, Inc. on May 14, 2019, for the completion of a Non-profit development plan. Knowing that one of the critical issues is available facilities to house such organizations and the services and programs that they provide, the City Council recently requested that staff complete a Community Facility Inventory as well. RSG has provided the attached revised scope of work and fee proposal to allow for this inventory to be completed as part of their study, which is currently underway.

By including this additional task with the ongoing work RSG is currently completing, staff believes that both time and money will be saved over a the commissioning of a separate study later on.

**ATTACHMENTS:** Proposed Amendment No. 1

Contract No. 3524

# AMENDMENT NO. 1 TO CONTRACT NO. 3524 FOR THE DEVELOPMENT OF A COMMUNITY FACILITY INVENTORY BETWEEN THE CITY OF SOUTH GATE AND RSG, INC.

This Amendment No. 1 to Contract No. 3524 for the development of a Community Facility Inventory ("Amendment No. 1"), is made and entered into on November 12, 2019, by and between the City of South Gate, a municipal corporation ("City"), and RSG, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

## **RECITALS:**

WHEREAS, on May 14, 2019, the City Council approved Contract No. 3524 for Professional Services with RSG, Inc., ("Agreement") to provide a Nonprofit & Community-Based Organization Development Plan, for a term of one year, in an amount not to exceed Twenty-Five Thousand Twenty Dollars (\$25,020); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to the Agreement to include the development of a Community Facilities Inventory, as identified in the Scope of Services and Fee Schedule attached hereto as Exhibit "A", in an amount not to exceed Thirteen Thousand Eight Hundred Eighty-Five Dollars (\$13,885), bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Thirty Eight Thousand Nine Hundred Five Dollars (\$38,905), under the terms and conditions of the Agreement.

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

## 1. MODIFICATION TO AGREEMENT.

- a. SCOPE OF SERVICES. Consultant shall expand its services to City as identified in the Scope of Services and Fee Schedule attached hereto as Exhibit "A."
- compensation. 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 Scope of Services and Fee Schedule attached hereto as Exhibit "A". The cost of services shall not exceed \$13,885. No additional compensation shall be paid for any other expenses incurred unless first approved by the Director of Parks & Recreation or his/her designee.
- 2. EFFECT OF AMENDMENTS. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

	CITY OF SOUTH GATE:
	By: M. Belén Bernal, Mayor
	Dated:
ATTEST:	
By:Carmen Avalos, City Clerk	
(SEAL)	
APPROVED AS TO FORM:	
Raul F. Salinas, City Attorney	
	RSG, INC.:
	By: Jim Simon, Principal
	Dated:

## Paul Adams, Director of Parks and Recreation CITY OF SOUTH GATE October 31, 2019 Page 3

## Exhibit "A"

Jonprofit a	Scope or Services Nonprofit and Corrmunity-Based Orga City of South Gate (Amended October	Scope of Services Nonprofit and Community-Based Organization Capacity Building City of South Gate (Amended October 2019)	, I stock	oted well to a care to store	- Q	) <u>r</u>
			Principal \$235	Analyst S125	Total Hrs	Not to Exceed
Task 1	Strategic P	Strategic Planning Services	29	2	138	\$ 25,020
	Research, 1	Research, facilitation, task force meetings, document prep and presentations				
	Tack 1-1	General coordination and preparation	6	10	13	1,955
	Task 1.2	City Columnia Workshop or Interviews	80	ω	16	2 880
	Task 1.3	Sakeholder interviews including foundations	16	5	32	5,760
	Task 1.4	Prenare initial briefing for task force use	S	တ	14	2,300
	Task 1.5	Task force meetings including notes and follow up	5	4	24	4 100
	Task 1.6	Draft strateov document and review with City staff	đ	24	34	6.850
	Task 17	City Council presentation	5	•	ເດ	1,175
Task 2	Facilities a	Facilities and Capacity Inventory / Assessment	16	81	97	\$ 13,885
	Identify and	Identify and quantify facilities available in South Gate based on available data from City and third party sources	and third party so	nroes		
	Tack 2 1	Research meeting room space made available to public for rental	4	20	24	3,440
	Tack 2.2	I Indate man identifying location of space	•	ιΩ	5	
	Tack 2.3	Create database of space available including contact information	•	12	12	
	Task 2.4	Telephone survey of space owners to determine availability and cost	ı	9	90	က
	Tack 2.5	Lindate database and man as appropriate	ı	4	4	200
	Tack 2.6	Prepare overall assessment of space available in city	9	9	12	
	Task 2.7	Prepare recommendations for increasing utilization of space	9	4	10	1910

## 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.
- 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.
- 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

TO CONSULTANT: Jim Simon

Director of Parks & Recreation

Principal RSG, Inc.

City of South Gate

17872 Gillette Avenue, Ste 350

4900 Southern Avenue South Gate, CA 90280

Irvine, CA 92614

TEL (323) 563-5478

TEL 714.316.2120

EMAIL padams@sogate.org

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: 5/22/19
ATTEST:	
Canada	
Carmen Avalos, City Clerk (SEAL)	
APPROVED AS TO FORM:	
Pew 8	
Raul F. Salinas, City Attorney	
1	CONSULTANT:
	CONSULTANT:
	Oh Fr
	Jim Simon, Principal, RSG, Inc.
	Date: 5-16-19

## EXHIBIT "A"



17872 GILLETTE AVE SUITE 350 INVIKE, CA 92614 714 541 4585 1NFO 4 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 & COMMUNIY-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 Gatebased 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.

Paul Adams, Director of Parks and Recreation CITY OF SOUTH GATE November 12, 2018 Page 2

#### **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.

Jim Simon, Principal

Item No. 8

RECEIVED

NOV 6 - 2019

# City of South Gate

OFFICE OF THE CITY MANAGER GENDA BILL
3:15pm

For the Regular Meeting of: **November 12, 2019** Originating Department: **Parks & Recreation** 

City Manager:

Department Director:

Michael Flad

SUBJECT: PURCHASE AND INSTALLATION OF BLEACHERS AT THE MARVIN COLE GYMNASIUM AND PATRICIA G. MITCHELL SWIM STADIUM

**PURPOSE:** To approve the purchase and installation of new spectator bleachers for the Marvin Cole Gymnasium and Patricia G. Mitchell Swim Stadium.

## **RECOMMENDED ACTIONS:**

- a. Approve Purchase Order with Herk Edwards, Inc., for the purchase and installation of Telescoping Hussey Bleachers at the Marvin Cole Gymnasium and the Patricia G. Mitchell Swim Stadium through the government pricing program in the amount of \$400,000, which includes \$359,932.00 for bleachers and installation and \$40,068 in contingency;
- b. Authorize the City's Purchasing Division to issue a Purchase Order for this project in accordance with the City's purchasing ordinance and policies; and
- c. Authorize the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Funds, in the amount of \$400,000, were included in the Fiscal Year 2019/20 budget for this purchase and installation in account number 524-460-61-9100 (Building & Infrastructure Maintenance Fund – Parks & Recreation – Facility Improvements).

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

**ANALYSIS:** The bleachers that will be replaced are bench style seating with an approximate capacity for 1,500 people and are from the original construction of the Sports Center in 1976. Although they have served the Gymnasium and Swim Stadium well, their condition has deteriorated and parts for repair are no longer available. The new bleachers for the Gymnasium will have electronic motors for ease in moving, retractable ADA seating, and a total seating capacity for 1,296 patrons.

The bleacher seats for the swim stadium are made specifically for a "wet" environment and will resist rusting and deterioration that has plagued the current set of bleachers. Once completed, the pool will have a capacity of 539 seats.

**BACKGROUND:** The South Gate Sports Center is a multi-use facility that includes an Olympic size swimming pool, a large indoor gymnasium, fitness rooms, racquetball courts and meeting spaces. Operations take place seven days a week and the building is used by a variety of different public groups. The gymnasium gets used on a consistent basis for youth and adult basketball leagues, aerobics/fitness classes, volleyball programs, karate tournaments and other sporting activities. At the swim stadium, open swim times, lap swimming, diving, swim team practices, high school water polo games and a large swim lesson program are the major activities happening on a daily basis. All of these different programs include large spectator audiences that uses the bleachers at both areas.

**ATTACHMENT:** Proposal from HEI



23822 Hawthorne Blvd. Suite 201 • Torrance, California 90505

## SCOPE OF WORK/QUOTATION

To: Steve Costley/lan Kokot

September 12, 2019

Project: City of South Gate - Recreation Center

Bid Date: 9/12/19

Section(s): Telescopic Bleachers
Sourcewell Contract - #100814-HSC

#### Gentlemen:

We are pleased to submit the following proposal for replacement of the telescoping bleachers City of South Gate Recreation Facility. Prices are per the current Hussey Seating Company's Sourcewell Contract #100814-HSC. The complete scope of work and contract pricing is as follows:

## Main Gym Telescoping Bleachers: Furnish and install Telescoping Bleachers by Hussey Seating Company

Four (4) Banks- One (1) each on the North, South, East and West walls - Hussey MAXAM series Model MXM26 Telescoping Bleachers, 9-Rows x 54' – 0" long (56'-0 with end rails), wall-attached with self-storing end rails, 9-5/8" rise, 24" row spacing, clear UV-finish decks, 10" Courtside Polymer seats, aisles with intermediate steps and ARAR autorotating aisle handrails (rows 2-9), Flex-Row retractable/recoverable 1st row modules for ADA seating and T2-PF3 – 120/280V 3 phase 60Hz Powered Frame integral power operation and pendant control. Each bank has 324 Gross Seats/276 Net Seats. Total Capacity – 1296 Gross Seats, 1104 Net Seats

### Auxiliary Telescoping Bleachers - Furnish and install Telescoping Bleachers by Hussey Seating Company

One (1) Bank East - Hussey MAXAM series Model MXM26 Manual Telescoping Bleachers, 8-Rows x 48.25' – 0" long (50.25'-0" with end rails), wall-attached with self-storing end rails, 10" rear filler, 11-5/8" rise, 24" row spacing, Grey Polydeck deck finish, 10" Courtside Polymer seats, aisles with intermediate steps and standard P style aisle handrails, deck locks, hinged front aisle steps, permanent ADA cutout seating. Manual Operation – includes one (1) pair of operating handles. This bank has 256 Gross Seats/198 Net Seats. This bleacher to have high humidity finishes.

One (1) Bank West - Hussey MAXAM series Model MXM26 Manual Telescoping Bleachers, 8-Rows x 54.25' – 0" long (56.25'-0" with end rails), wall-attached with self-storing end rails, 10" rear filler, 11-5/8" rise, 24" row spacing, Grey Polydeck deck finish, 10" Courtside Polymer seats, aisles with intermediate steps and standard P style aisle handrails, deck locks, hinged front aisle steps, permanent ADA cutout seating. Manual Operation – includes one (1) pair of operating handles. This bank has 288 Gross Seats/230 Net Seats. This bleacher to have high humidity finishes

### Sourcewell Contract Price Breakdown: New Bleachers

ITEM	QTY	Unit Price	Line Total
Maxam 26 W.A., 24" row spacing, 9 5/8" rise, Railed Ends (BH) Int. Power Gross Seat (Prevailing Wage)	1840	\$272.00	\$500,480.00
Limit Switches - Per Bank	4	\$221.00	\$884.00
10" Rear Filler - Per Section	12	\$516.80	\$6,201.60
Motion monitor - Per Bank	4	\$516.80	\$2,067.20
Omit Power (Aux Banks) Per Net Seat	-428	\$19.13	\$(8,187.64)
Operating Handles Pair	1	\$147.90	\$147.90
Column Cutouts - Each	14	\$222.70	\$3,117.80

Phone: (310) 373-0543 • Email: Info@herkedwards.com • Web: www.herkedwards.com



23822 Hawthorne Blvd. Suite 201 • Torrance, California 90505

11 5/8" Rise (Aux Banks) - Gross Seat Solid Color Vinyl End Curtains (9T) Each	544 8	\$2.50 \$2.140.00	\$1,360.00 \$17.120.00
Solid Color Vinyl End Curtains (8T) Each	4	\$1,937.50	\$7,750.00
Sourcewell Published List Price			\$607,485.17
Less 41.5% discount			<\$296,885.17>
Net Sourcewell Price		•	\$310,600,00

## Sourcewell Contract Price Breakdown: Demolition and Disposal

ITEM	QTY	<b>Unit Price</b>	Line Total
Telescopic Seat Removal - Gross Seat (Prevailing Wage)	1686	\$142.86	\$240,861.96
Dumpster & Disposal Fees Each	2	\$2,142.86	\$4,285.72
Total SOURCEWEL List Price			\$245,147.68
Less 85% Discount			<\$208,375.68>
Net Sourcewell Price			\$ 36,772.00

<u>Clarifications</u>: Please reference Sourcewell Contract Number 100814-HSC on Purchase Order and all correspondence. Purchased Orders should be addressed to Herk Edwards, Inc., 23822 Hawthorne Blvd. Suite 201, Torrance, CA 90505, Attn: Sourcewell Contract Administrator.

Prices are based on manufacturer's standard construction in accordance with project specific drawings and calculations per CBC 2016. Prices quoted include complete submittal drawings, signed and stamped by a Registered Professional Engineer.

## **Terms & Conditions:**

Herk Edwards, Inc. does not perform any onsite work and is not signatory to any labor agreements. All on site labor shall be performed by a lower tier subcontractor and unless otherwise noted, prices quoted include installation labor based on current Prevailing Wage Rates. The cost of any required bonds is not included in this proposal. If Performance and Payment bonds are required, add 1% to quote price. Insurance coverage to be HEI's standard General Liability (\$2,000,000 aggregate), Excess Liability (\$4,000,000 aggregate) and Worker's Compensation.

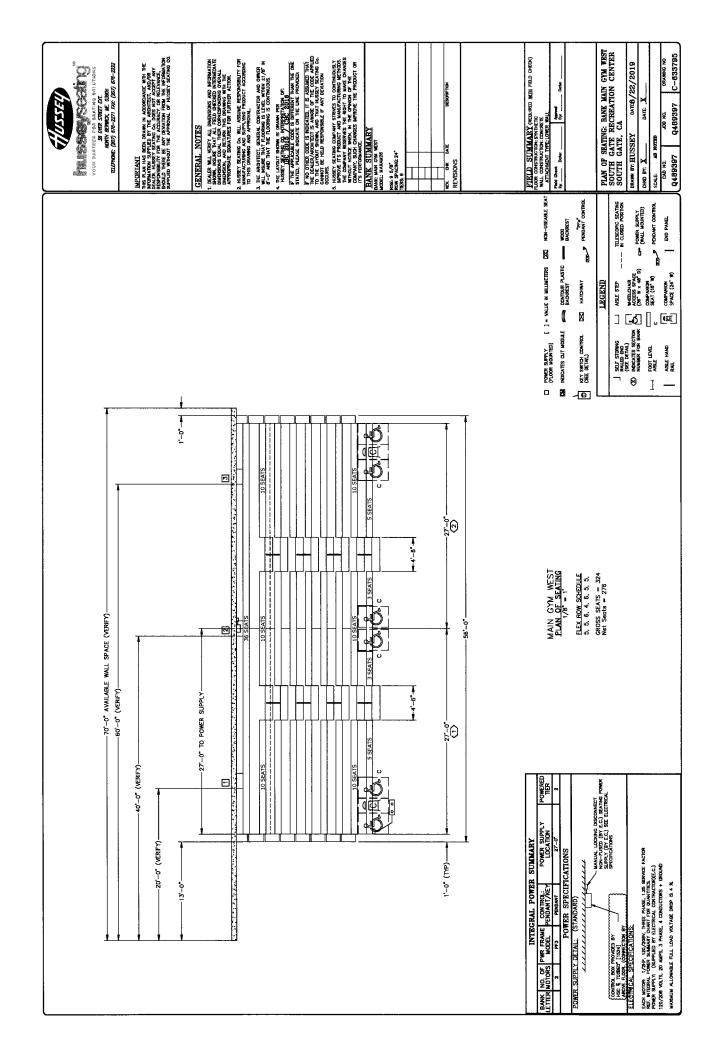
Any required coverage more than these amounts, if obtainable, will be provided at additional cost. Additional Insured forms CG2010 and CG2037 (only) will be provided if required by the contract.

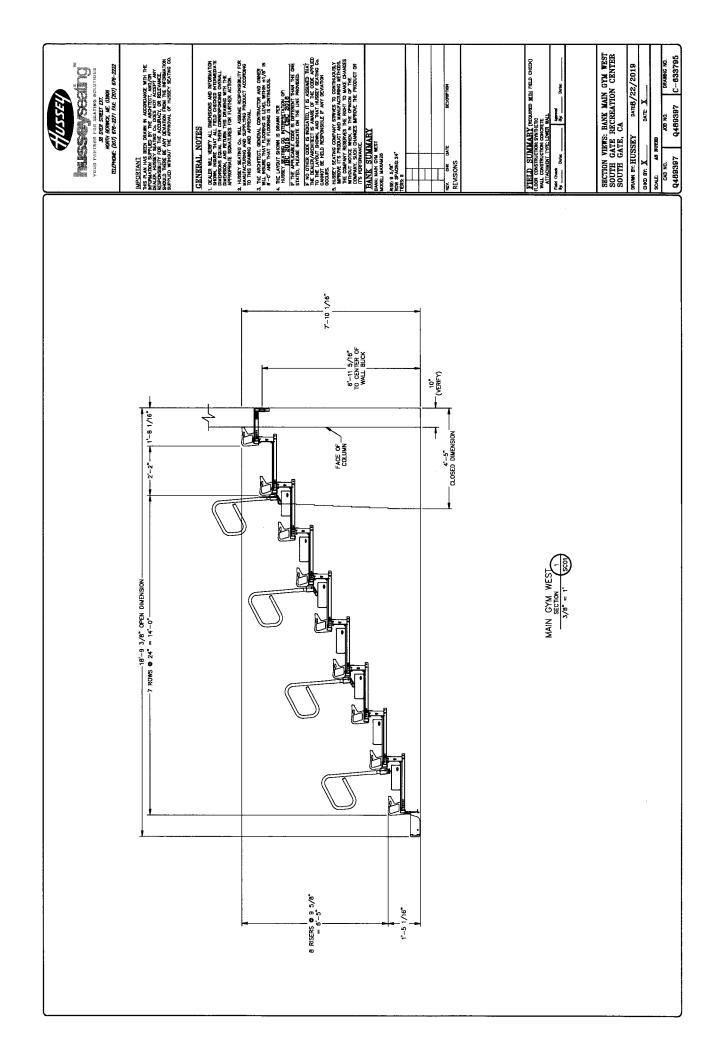
Payment terms shall be Net 30 days from the date progress billings are submitted, provided all billing paperwork has been correctly submitted as required by the Subcontract Agreement or Purchase Order/Agreement.

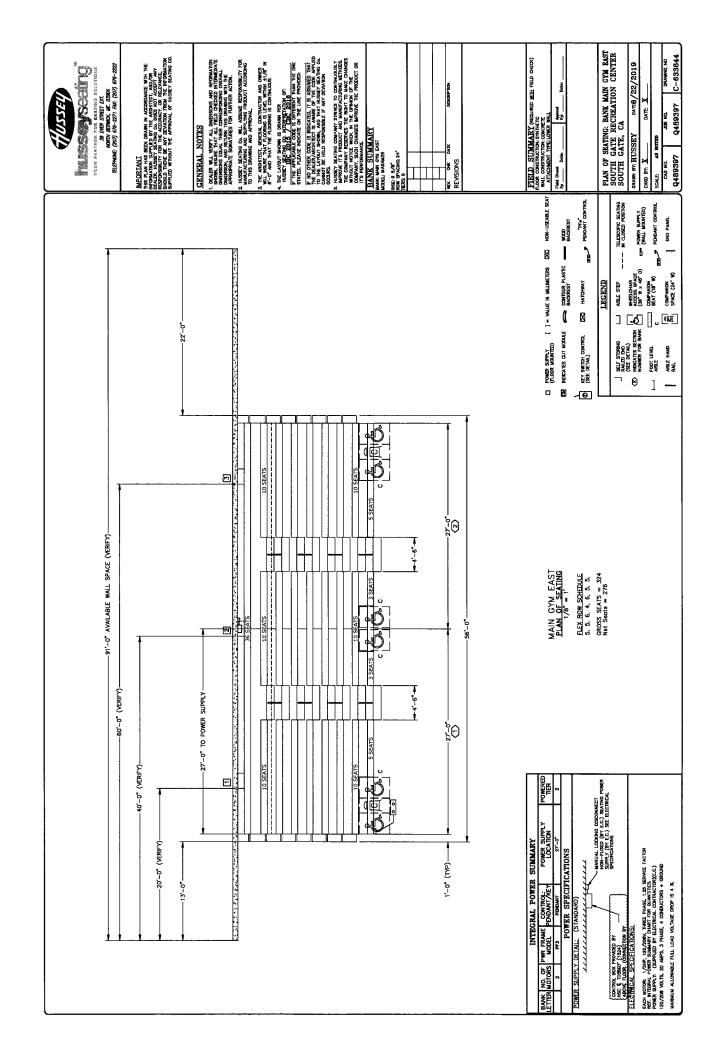
Prices quoted are valid for a period of 60 days from the date of quotation or bid and are based on shipment of the materials not later than <u>3/31/2020</u>. Shipment beyond that date is subject to increases, if any, in accordance with Sourcewell Contract #100814-HSC.

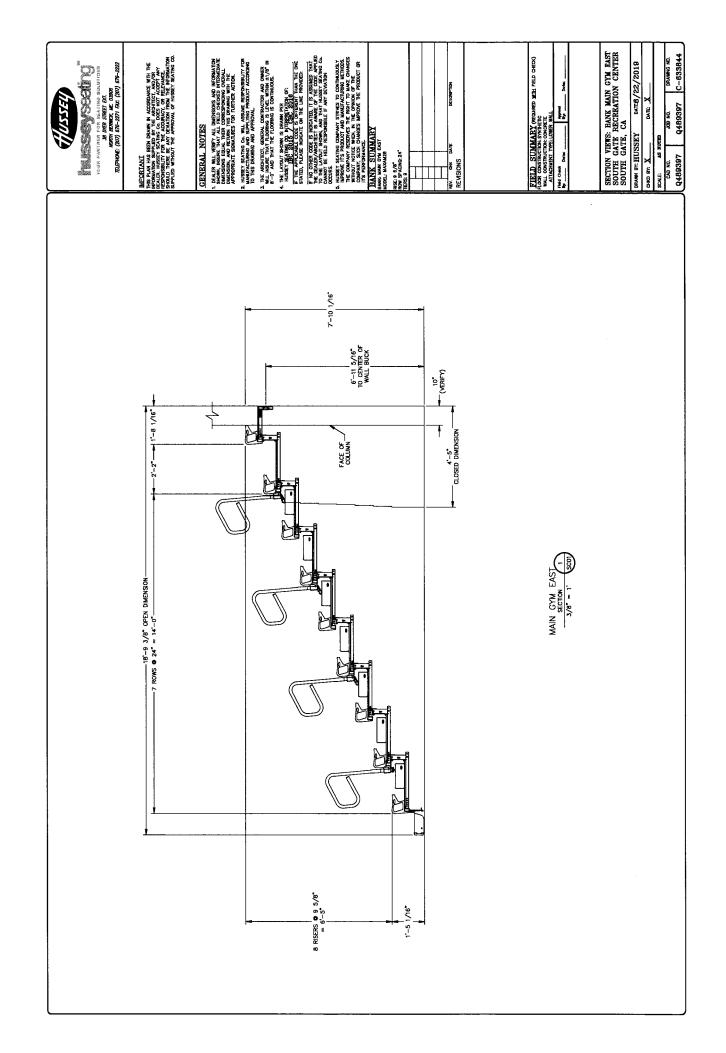
Steve Saunders

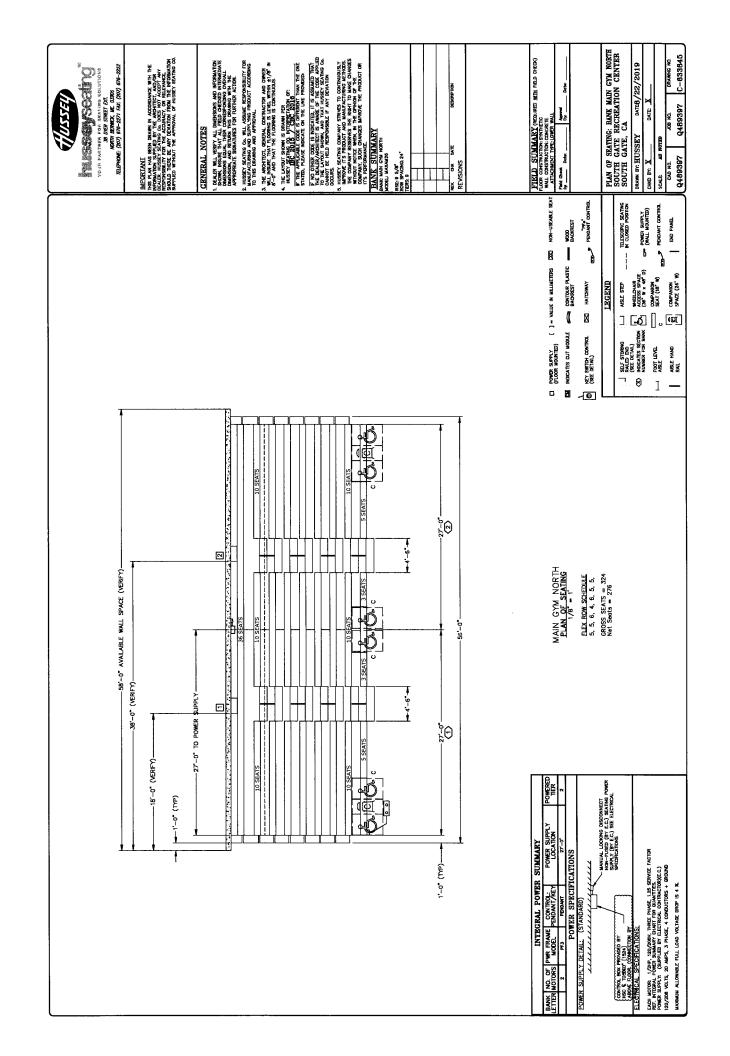
Steve Saunders HERK EDWARDS, INC.

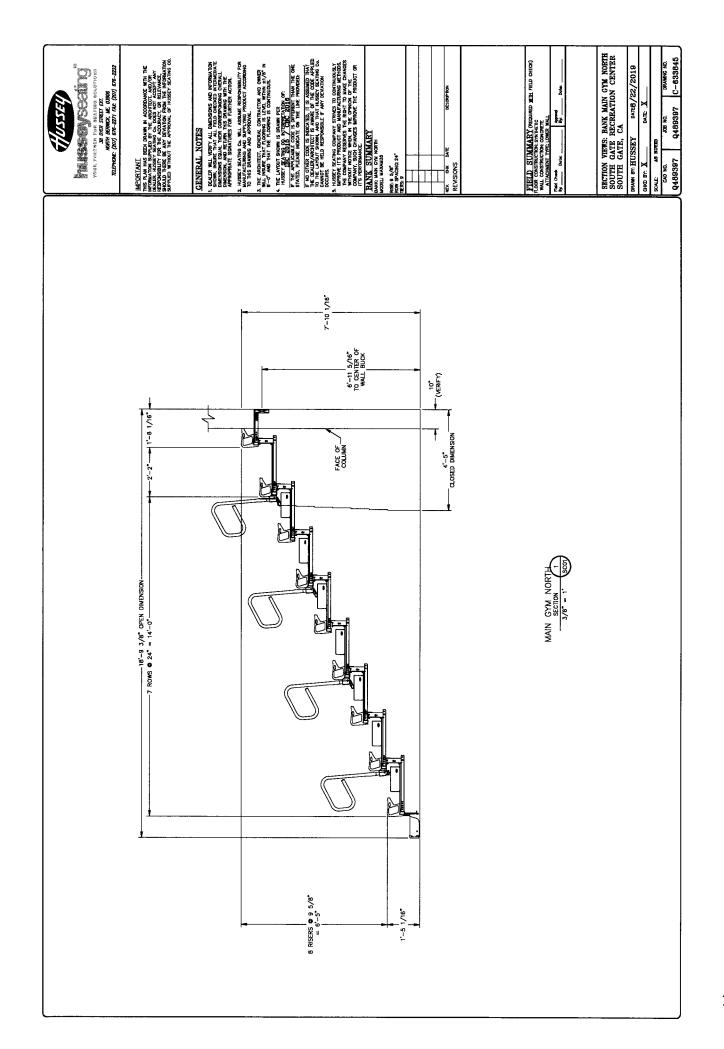


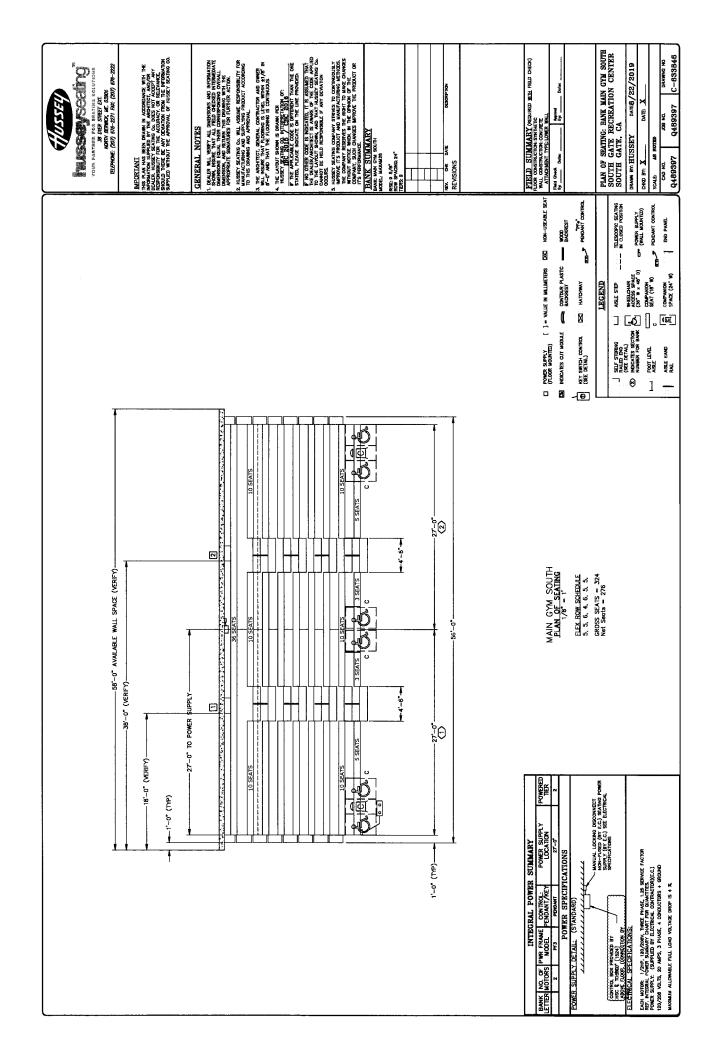


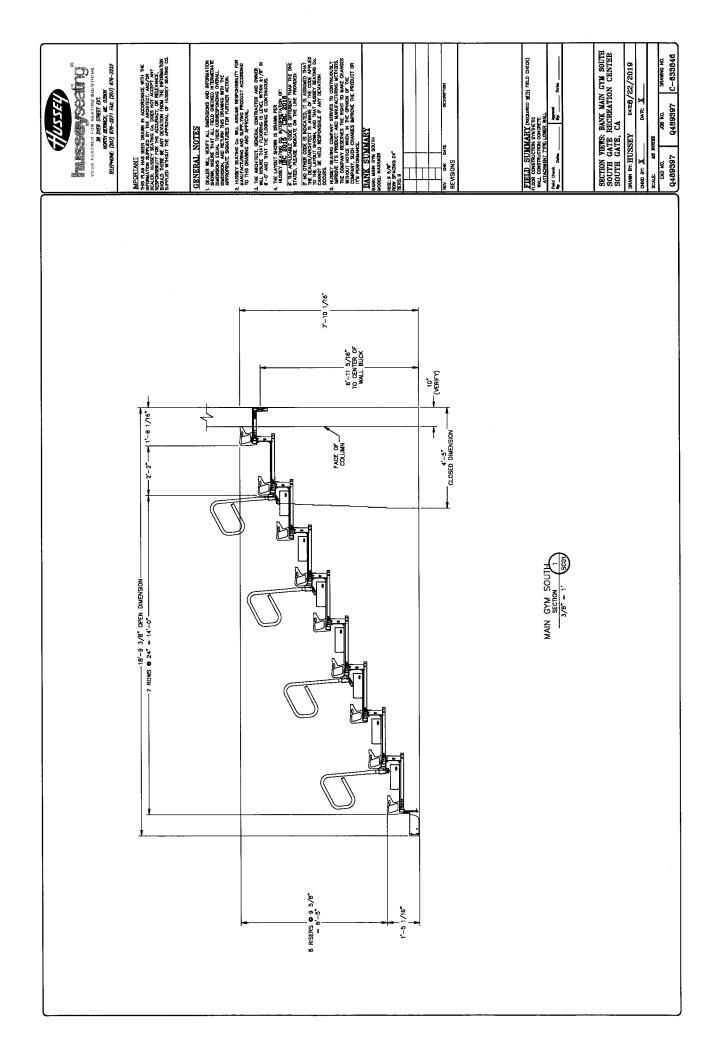


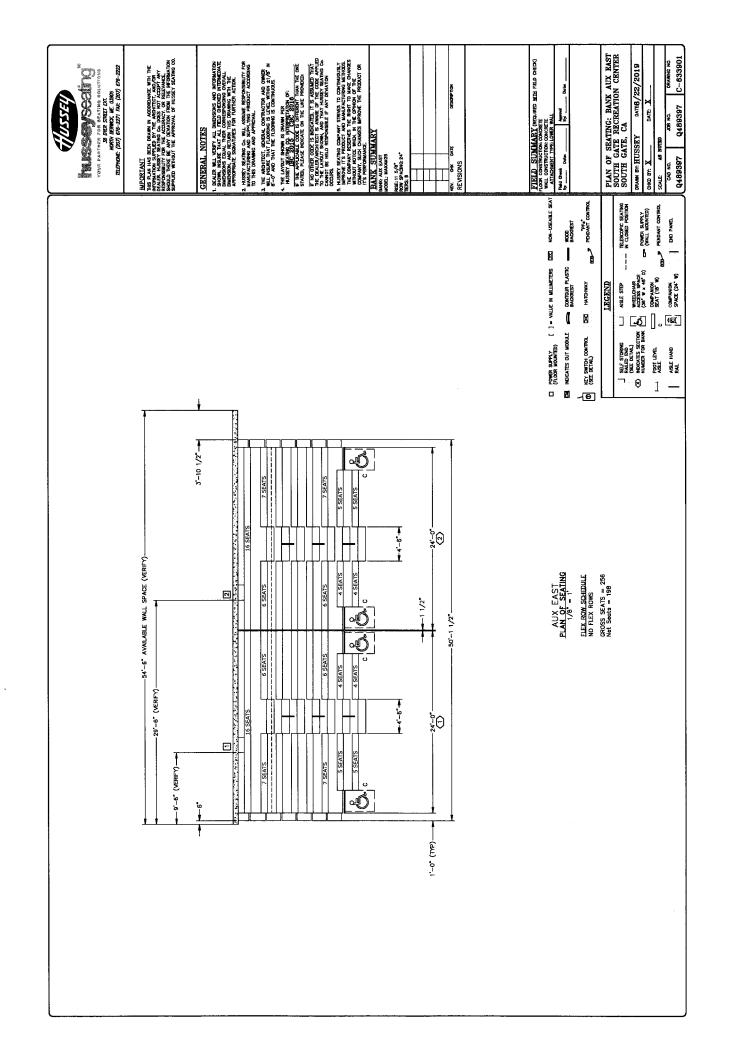


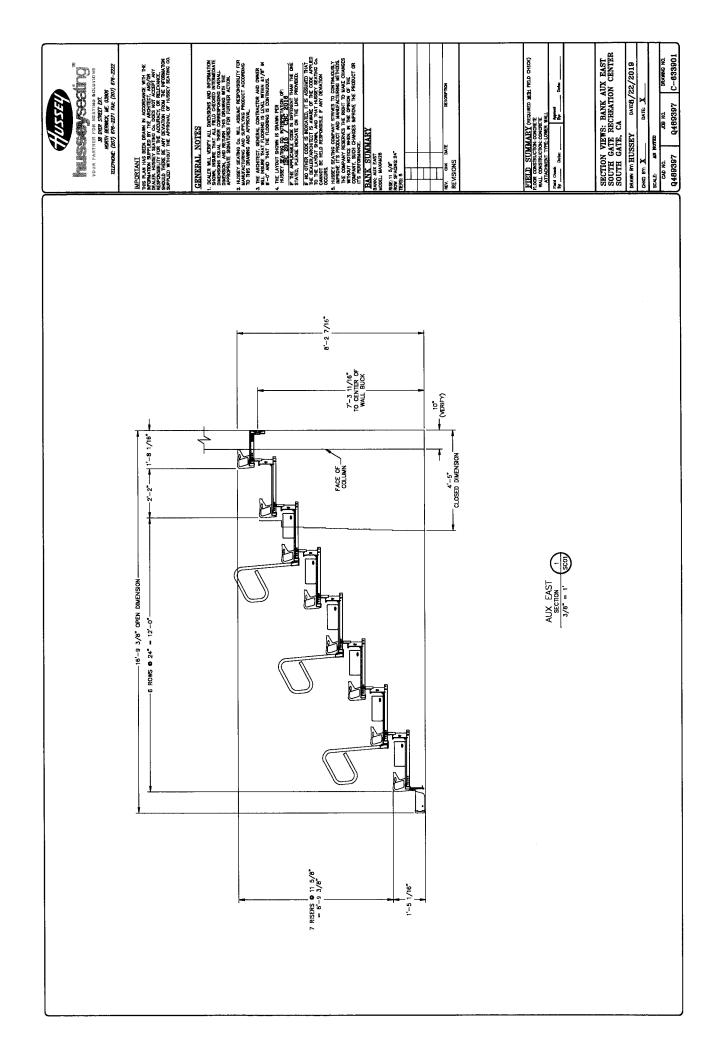


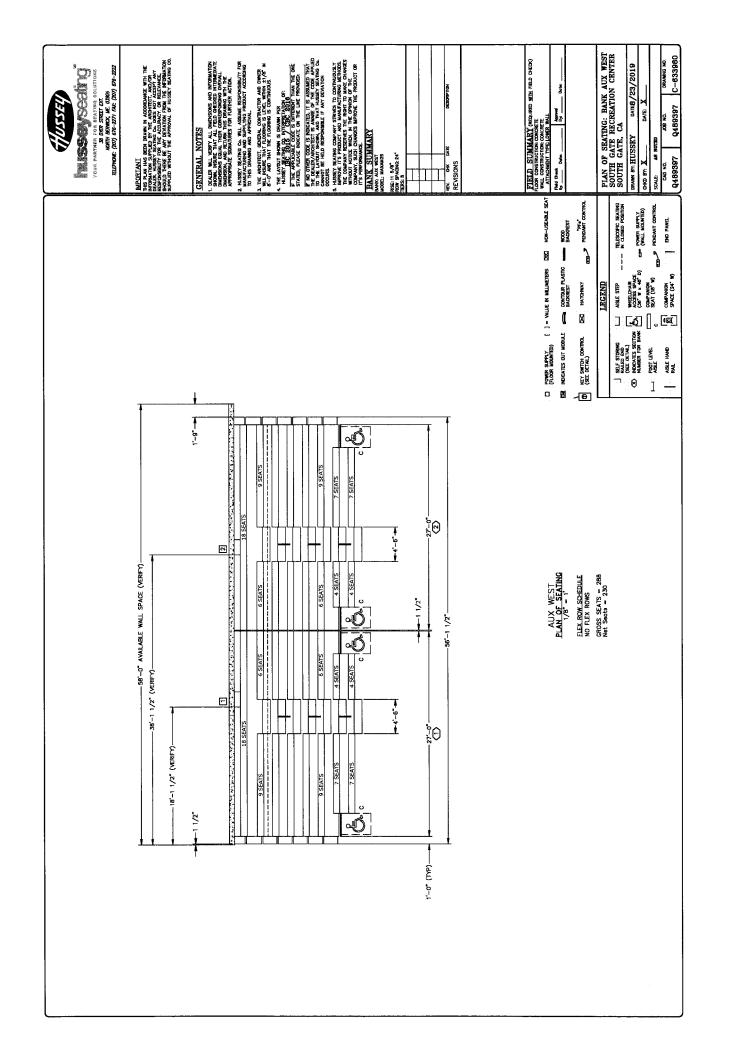


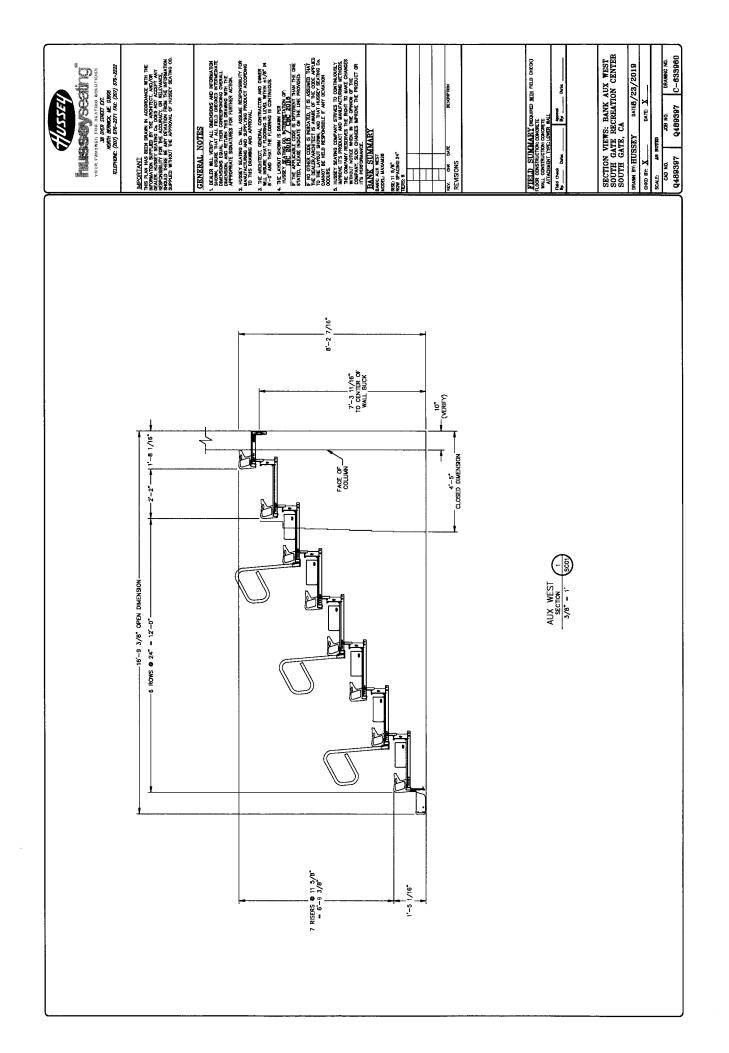


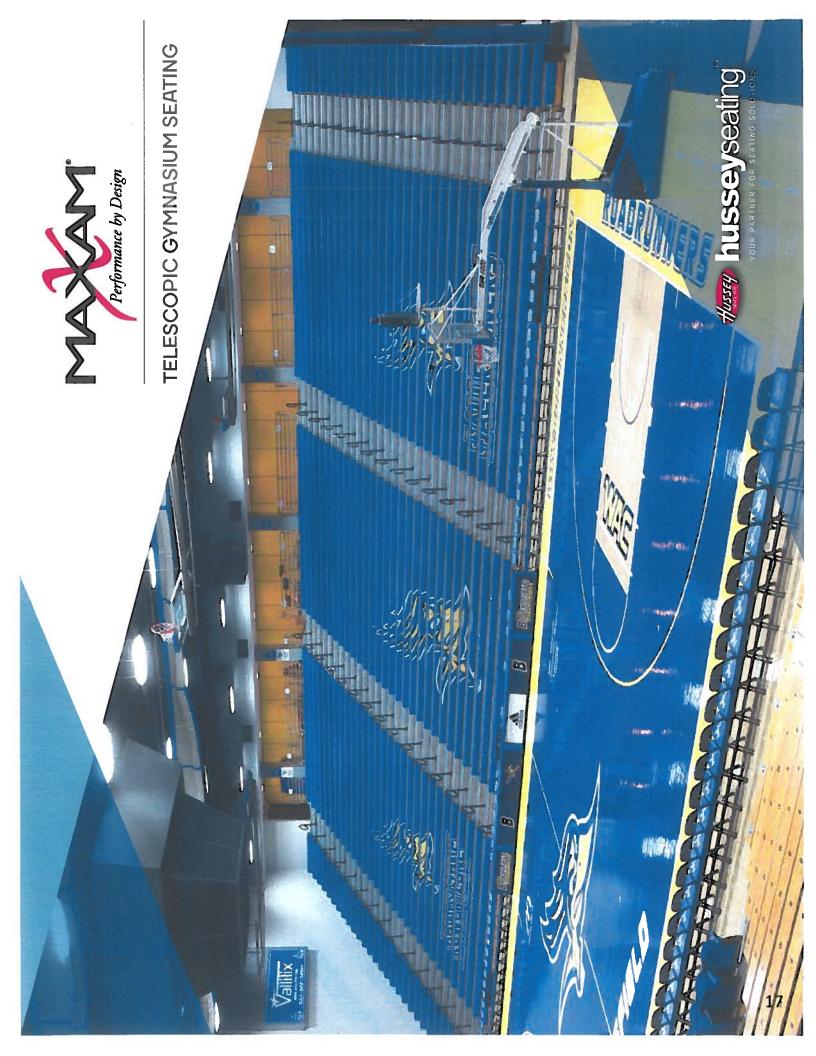


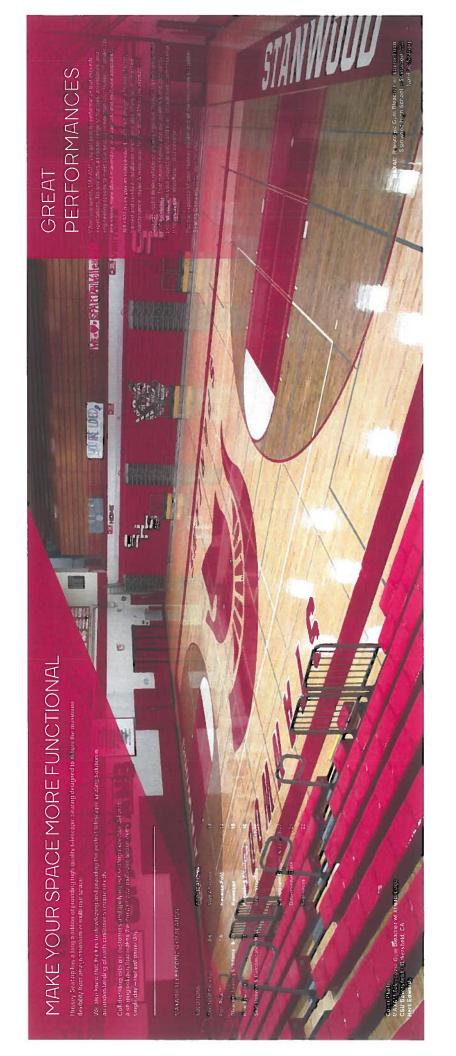
















XireneLogo
The competition of the Total Peckage Graphics Program, the XveneLogo pixers your echools masses or logo on a gened ectal in the certified you between sections. Using a proprietary graphic transfer process, your XireneLogo is permanenty bonded to the Coulcide bleacher seate—no prefing sculfing or excetching Whether the bleacher seate—opered or close of your logo wall impress.

Clarin Portable Sideline Chairs
The choice of Celegate and protease configuration of portable chairs offer state-of-the attition contrable chairs offer state-of-the attition customization for a books, scale and even easy ducks. Burshafe, full-color impurits of your mescal, logo, and spain message give big-tengen scaled membal. Claring provious work-free dependishing performance is legendary, detivating decades of service with the flexibility of interchangeable seats and backs.



Stepsigns \*\*
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Metias research.

The rail eleves of both detachable or permaneriby installed Meta Philderina are the perfect spot to bring together your full-color logo, marcott school name and speid message to top of your believes with a message visible from anywhere in your gym.

# THE TOTAL PACKAGE (cont.)



Backrests and Seat Spacers
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comfortable beacher sealing and turn up the spirit. Tiney can be recorporated
anywhere on your blenchers, with or without seat spirers.



Safety End Closure Curtain.

Advisor the control of the control of



20







Open bleachers using Flex-Row to create ADA seaung and scorer's table areas

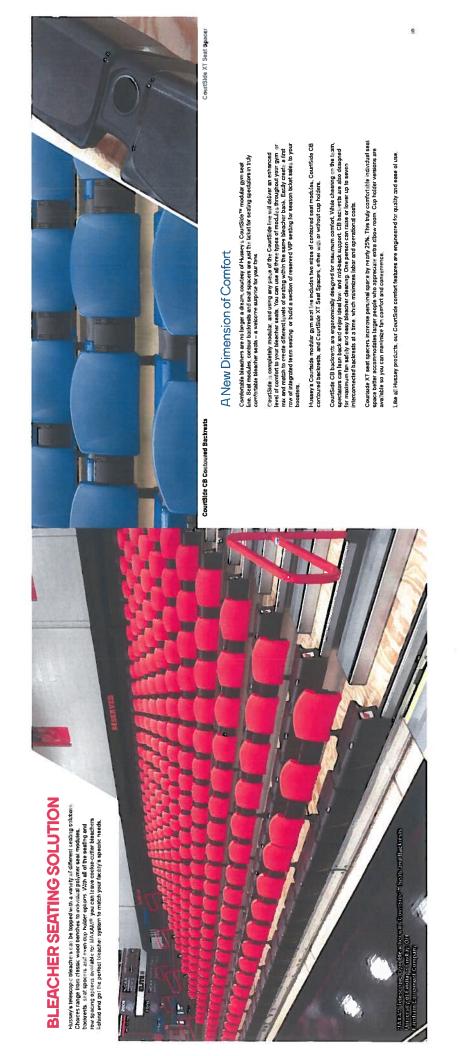


## Easy-access activator, no remote or operation pendant required

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No matter what the use, you do not need keys, special tools, power, remotes or pendants to operate Firs-Row. The conceated mechanism eremy to operate with just a pull of a levet by your facility staff, coaches even your faculty, staff, coaches even your faculty.





## Seating Customization



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Classic Wood

Glassic Wood

All our wood boards are finger-jointed Southern Pine Grade

1888 the invest avoilable. Each is triple sanded and finished

with two separately UV cured coals of urethane.

Courtiside XC10
Courtiside XC10
Courtiside XC10 incoporates a unique fere to all contoured
courtisides XC10 incoporates a unique fere for set and a gradual "vasterfall" curve on the forward edge
that reduces pressure to the sensitive region of the Brights
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Standard Colors
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The Countingle \*\*XC10 and XCS12 are available in 15
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# UNDERSTRUCTURE

Performance, Flexibility and Safety



A Post-Lock™ LX.
These submatic row locks prevent accidental closure when the system is in use. This patiented unrorative, low-stroße design minmices the chemos of accidental damage, ensuring consistent operation. B. Nose & Riser Beam
These ended from suchtral members provide confusions deck support
and as through-belted to the firms and stabildzers. These designs deliver
unparalleled strength, darabaldy and nigothy

D. Captive interfacet a Adjustable Row Stops
The Captive Interfacet System engages and eigher deck to deck in
address, MAXAM\* can be configured for free different overspacing
subsper—adjustable over-if in requirem (MAXAM incorporates three
stables ensembles per section to provide improved tracking and etablish. C. Continuous Positive Interplude This interlocation ded is repaire in single one-piece formed design which tracks befar and operates easier than systems with 1.07 (3 mm) row to the weignement. The 10° 12-54 mm) minimum interlock provides the routsity a most rigid, stable design. Our wheels are 5° (127 mm), resulting intess training fraction.

E. Independently Locking Flex Row<sup>ns</sup>

Each Flex-Row is equipped with an independent self-locking mechanism to deliver maumum flexibity, performance and suitety.

F. Fell-Langth Captured Decking
Decking is captive the first begin and rests on the nose. Fmily secured
Decking is captive the first speam provides a suffi secure walking surface
by the suit brocket. This speam provides a suffi secure walking surface
with no exposed hardware MAXAM, is the only letteropic grim each that
where transverse diction, using decking materials in secretarise wash
ther inclustry span raing. Throughly lead tasked and independently
wentied, IMXAM's continuous full-ength deck support system provides as
enhanced level of performance, safety and stability.

G. Slant Frame Dealign
Load-ested and remified for 30 turn simple stack sections up to 25 of
Load-ested and reminded of the simple stack sections up to 25 of
(7772 mm), our dan't frame design delivers improved carefulnys and capacity. If so simplifiers the intelligent process, redecing downwin
for the facility Critical support areas are all fratened with both, lock
washers and her nuts. Cohy MAXAM incorporaties a steel to steel
connection where the frame meets the wolf, creating a stronger union as a stafe gain sea!

H. Tension Bracking Through botted to the frame to provide additional stability. All bracking conted in remove sharp edges, and all ends are rounded for suriety.

## Rail Options



New Anto-Rocating Center Alst Pauls

Codored Ratio (Lart)

Lates at beauthough center hands a design ensurer your patrons will alkays find e secture hand a design (Lart)

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## Media Platform

Perfective vide obsorge photography, radio broad-sating or team tatent scouling, the Hussey Mede Pidrouch costes, a variable space of covering all the action. Optional rail steevers can be usknownized to premate school spain or generate revening the









## Centur Alsie Hand Rails Safety raits include fixed, folding and removable options and feature a safe, fully closed design.

Fixed Front and Rear Rails
Antickal soution for functions, elevated front asies,
freestanding, portables and revene fold systems. All
min maintain a consistent design appear ance 

Fold & Stow Corbar Alste Nand Rail
Requires no tool and stores on the deck in
the bleacher's closed position. Rail rotates
end straps into place

Self-Storing End Rails
This shish self-storing rail is designed to meet
The most stungent codes for rail loading and
sphere passage. Add 12' (305 mm) to bank
length for each railed end.

Powergide "Automatic Aide Rails:
Maximum safety with minimal effort. Open, the rail
provides almost confinuous support down the au-le.
The rails automatically fold to the closed position
as the brank classes.

## Other Options



Prevent unauthorized access to the underside of the bleacher misuse that can result in helpty ventations aloptenual liability intik. With Hupersy Safaty Enclosure Outsidens pour abouting your activity of the Safaty while displaying your activity the Bull rebooklough, they work beautifully and as curvel, on new or ensign placehers, And Hussay offers the capability for flabble of designs—including plotographs. When prieted with the CourtSide <sup>10</sup> graphic logo, you can carry your achoofs identify howquotic the graph.

Power Assist
Portable power permits one person to open and
deciden menual sections by moving the tractor from
section to section. Operates on stendard 115 vol.
20 amp service.

Integral Power
MAXMR® Powers frame design applies force
where needed—at the fames—and allows for
better tracking over uneven floors. With five power
options evaluable, you buy only the power you need.





Alate Steps
Intermediate sizes at each vertical side are mounted to the deck providing codeintermediate sizes and tread depth. Steps are fized with non-skid slips and offset rounded edges to entherce safety.







## Dimensional Data

\*See Dimensional Notes below

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## Sustainability

\* See Dimensional Notes

Al Hussey Scaling, respecting the lendscape we people we work with "last always been in our people we work with "last always been in our beauties of the environmentally steedy business proceing its environmentally steedy business proceing its attention on the people with the environmentally steedy business proceing its attention may form one it by years as standards and behindool year elimpted.



Hussey wealing selutions come in a wide range of colons—but every day our exals pet greener. If you'd live to learn more about our wateries at seamerability efforts, please wild our wetsets at www.husseyeabiling.com/statshability





Warranty
Our factory-backed warranty is the best in
the industry. Exterior Warranty
Limited Utahim studute
5 years, components
3 years, facilities
1 years, upholdery studenty and thresh
polymer finish Interior Warranty Limited Lifetime: struct 5 years, components

Web: Hussey Seating com Facebook: facebook com/hussey Seating Twitter: kvider com/hussey seating You, Tube: youtube com/user/hispublic Linkedin: Link edin.com/company/hussey-ee

For all of MAXAM's accessores turface malerials, fast facts, environmental data sheets and more go to HusseySeaing.com.

Resources

News & Updates

Expert Support

It's standard equipment on every Hussey product.

• Sarind fring-ections

• Service Contacts

• Accessories

• Custom Pabrication

• Factory-Certified Perits

• Revolution & Repair

• Relief ree (USA) 1,800,353,3308



## MAXAM Performance by Design

# Hussey Seating Company"

born. As times changed over the next sixty years, the family set about reinventing The Hussey Seating Company story dates back to 1835 with William Hussey's tremendously successful plow design, and thus, the Hussey Plow Company was the world - in stadiums, arenas schools, universities colleges places of worship proud to be known as the leading manufacturer of seating solutions throughout the business, evolving into the company that is now seating the world. Today under the sixth generation of family leadership. Hussey Seating Company is and anywhere people gather.

# Your partner for seating solutions.















# Warey husseyseating



#### **TOP 5 REASONS**

### WHY MAXAM BY HUSSEY SEATING COMPANY IS THE WORLD'S BEST BLEACHER

- 1. Experience you can trust: In business for over 183 years, and in the telescopic bleacher market since 1952, Hussey Seating knows how to safely design products that stand the test of time. That's why we created the Maxam bleacher, the industry's only design with both positive upper and lower interlocks. Why do we continue to do this? Because with over 10-million seats on the market we are the only manufacturer in the market without a structural failure.
- 2. A design we stand behind: Hussey Seating is the only manufacturer with both upper and lower positive interlocks plus we've gone the extra step and had the Maxam bleacher tested 200% of design load by an independent structural engineering firm. The structural integrity of our design ensures the unit will operate consistently and reliably for the lifetime of your bleachers when properly maintained. We have no problem standing behind our product with the industry's best warranty. The Hussey warranty is simple: first five years, parts and labor are on us. Years six to ten, we will replace any deficient understructure parts. It's that simple.
- 3. A true partner: When you buy Hussey products you're buying from local businesses who provide top level service for the lifetime of the product. The excusive Hussey dealer in your territory is there to develop solutions with you, install your product with factory certified installers, as well as service and maintenance as time goes on. With a local partner, you know you'll always be ready for game night.
- 4. Using only the best materials: In bleacher design, structural weight is the enemy especially when considering floor loads and resilient surfaces. Hussey uses high tensile strength steel (versus commercial grade) with engineered design shapes so that our strength to weight ratio is maximized making it easier on your gym floor. Let one investment protect the other.
- 5. Dedicated to Innovation: The only place where you can get the Xtreme Graphic logos that give your gymnasium the wow factor, the patented Auto-Rotating Aisle Rails to ensure fan safety at every step (plus huge time savings for your custodial crew), wireless controllers, Flex-Rows, and many other accessories that enhance the ownership, safety and fan experience.

## CHOOSE A PARTNER YOU CAN TRUST!



NOV 6 - 2019

### City of South Gate

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
2:25pm

AGENDA BILL

For the Regular Meeting of: **November 12, 2019**Originating Department: **Parks & Recreation** 

Department Director:

City Manager: Paul L. Adams

Michael Flad

SUBJECT: RESTRIPING OF PARKING LOTS AT SOUTH GATE PARK

**PURPOSE:** Complete restriping of 10 of the 11 parking lots at South Gate Park.

#### **RECOMMENDED ACTIONS:**

a. Approve Purchase Order with DFS Flooring for the restriping of the parking lots at South Gate Park through the Sourcewell government pricing program at a cost of \$66,475;

b. Appropriate \$66,475 from the Building & Infrastructure Maintenance Fund to Account Number 524-460-61-9100 (Building & Infrastructure Maintenance Fund – Parks & Recreation – Facility Improvements) to fund the cost of restriping the parking lots;

c. Authorize the City's Purchasing Division to issue a Purchase Order for this item in accordance with the City's purchasing ordinance and policies; and

d. Authorize the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase.

FISCAL IMPACT: Funds were not included in the Fiscal Year 2019/20 budget for this item; therefore, if the City Council approves this purchase, funds, in the amount of \$66,475, will need to be appropriated from the unassigned Building and Infrastructure Maintenance fund balance.

ANALYSIS: Striping of the parking lots at South Gate Park has been done on an "as-needed" basis for the past 30 years. As parking lots get resurfaced, striping is updated but when resurfacing is not done, parking lots are not striped. Of the 11 parking lots at South Gate Park, one is new, but seven are at the point that the striping can no longer be seen on many parking spaces. This causes issues amongst patrons while parking and additional problems for Park Rangers and the Police Department in enforcing parking violations. Staff is recommending that we complete the restriping of 10 of the 11 parking lots now, at one time and will then budget for new striping every five years thereafter.

**BACKGROUND:** South Gate Park has a total of 1,149 parking spaces throughout eleven overall parking lots. Parking is allowed at the park 7 days a week from 6:00 a.m. to 10:00 p.m., and also allows for a special permit parking on Hildreth Avenue for overnight parking for the residents on that street. Staff has received several complaints from residents that were relayed to us from Vice-Mayor Diaz, and requests from the Park Rangers to complete maintenance striping to assist with parking enforcement. While many of the parking lots are in need of repair and/or replacement, funding is not currently available. All of the parking lots are heavily used on a year round basis and that usage results in wear

and tear on the striping for each lot. There is currently no master schedule for restriping the lots on a regular basis.

**ATTACHMENT:** DFS Quotation



Ontario CA 91761
Phone: (909) 947-7222
Fax : (909) 947-8222
Contractors License# 999046

From:	PAULITA DAV JOE CASTELL	ON	Proposal
Revision #:			
	8/6/2019		8/6/2019
<u>Project</u>			
	EDY BLVD	LOTS RE-STRI	PING

SOUTH GATE PARKS AND REC. DEPARTMENT 4900 SOUTHERN AVE SOUTH GATE, CA 90280

Phone: (323) 563-5479-

SOUTH GATE, CA

Manufacturer	Color Name
Style	Color Number
LOT 1 RE-STRIPING - LOT #1: Re-stripe pavement markings to original layout.	
DFS	-

#### TOTAL (APPLICABLE TAX INCLUDED)

\$12,845.00

LOT #2 RE-STRIPE PAVEMENT MARKINGS TO ORIGINAL LAYOUT

Color Numbe

#### TOTAL (APPLICABLE TAX INCLUDED)

\$5,665.00

LOT #3 RE-STRIPE PAVEMENT MARKINGS TO ORIGINAL LAYOUT

Manufacturer	Color Name
Style	Color Number
LOT 3 RE-STRIPING - LOT #3: Re-stripe pavement markings to original layo	out.
DFS	-

#### TOTAL (APPLICABLE TAX INCLUDED)

\$5,665.00

Manufacturer	Color Name
Style	Color Number
OT 4 RE-STRIPING - LOT #4: Re-stripe pavement markings to original layout.	-

TOTAL (APPLICABLE TAX INCLUDED)

\$5,665.00

<i>)1 π3</i> Λ	RE-STRIPE PAVEMENT MARKINGS TO ORIGINAL LAYOUT  Manufacturer	Color Na	me
***	Style	Color Num	iber
1 LOT DFS	T 5 RE-STRIPING - LOT #5: Re-stripe pavement markings to original layout.	-	
	TOTAL (APPLICABLE T	AX INCLUDED)	\$5,665.0
OT #6 R	RE-STRIPE PAVEMENT MARKINGS TO ORIGINAL LAYOUT		
	Manufacturer	Color Na.	
1 LO	Style T 6 RE-STRIPING - LOT #6: Re-stripe pavement markings to original layout.	Color Nun	nver
,	TOTAL (APPLICABLE T	CAX INCLUDED)	\$5,665.0
OT #7 R	RE-STRIPE PAVEMENT MARKINGS TO ORIGINAL LAYOUT	Color Na	
	Manufacturer	Color Nun	
1 LO	Style T 7 RE-STRIPING - LOT #7: Re-stripe pavement markings to original layout. S	- Color Num	nber
	TOTAL (APPLICABLE T	TAX INCLUDED)	\$5,665.0
OT #8 F	RE-STRIPE PAVEMENT MARKINGS TO ORIGINAL LAYOUT  Manufacturer	Color Na	ıme
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\$66,475.00

PROPOSAL TOTAL

#### SOUTH GATE PARKING LOTS RE-STRIPING SOUTH GATE PARKS AND REC.

#### \*DFS DIR 1000006695 & CA LICENSE 999046\*

Owner's Responsibilities: Owner is responsible to supply water, gas, sewer, and electrical utilities unless otherwise agree to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his

equipment access to the property. Unless specifically included the owner is responsible for moving Owners property around

the installation site. The owner is responsible for having sufficient funds to comply with this agreement.

Delays: contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for

delays for any of the following reasons: acts of neglect or commission of Owner or Owner's employees or Owner's agent.

acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by

Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels,

imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused

by inspect or changes ordered by inspectors of authorized Government bodies, or for acts of indented Contractors, or other

causes beyond Contractor's reasonable control.

#### Contract Exclusions:

Moving of owners items.

Providing traffic control services.

Permit costs and/or special inspectors which may be required by the issuing building department. Engineering drawings, surveying, utilities under and around the structure that may have to be removed or replaced, cosmetic finishes, and insurance premiums exceeding our policy limits, bond premiums.

#### This proposal is valid for forty-five (45) days with approved credit. Payment is due within ten (10) days of invoice.

DFS Flooring will furnish all materials and/or labor as described herein and as per attached drawing (where applicable). Price includes all applicable freight and taxes. Customer agrees to provide adequate lighting, power, vertical access and temperature control. Customer is subject to payment for stored materials. DFS flooring will not accept back-charges for trade damage without the option to inspect and correct claims. DFS Flooring is not responsible for any claims or liquidated damages arising from delays caused by material manufacturers. Seam placement of roll goods is subject to manufacturer roll lengths. In any action or proceeding, including an arbitration, between the parties relating to this agreement or to the work, labor and materials furnished to the project or to the prevailing party in any such action or proceeding shall be entitled to recover all attorneys' fees, costs, and expenses incurred therein.

Exclusions: Unless specifically included, this proposal excludes the following items: (1) Major floor preparation consisting of any work beyond typical sweeping, filling of small holes, saw cuts, and shrinkage or expansion cracks in the slab. Examples of major floor preparation include but are not limited to the removal of chemicals, gypsum compound or other foreign substances from the substrate; Any corrective work required to achieve a smooth trowel finish (skim-coating); Any work required to bring the sub-floor to a degree of flatness required by the owner such as floating, leveling, or grinding; Nailing and filling or sanding of irregularities at wood substrates. (2) Moisture testing/ remediation (Per CRI-104-96, 6.3 site conditions: "The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed." DFS Flooring's Installation Warranty does not include any moisture related floor failures. (3) Asbestos control/abatement. (4) Extra material stock beyond floor coverage. (5) Premium labor hours (holidays, weekends, and weekdays from 4PM-5AM). (6) Phasing. (7) Furniture/equipment moving. (8) Premium or custom color selections on unspecified products. (9) Post-installation maintenance including vacuuming; buffing, waxing, sealing, cleaning, and protection.

Nevada Contract Limit \$1,500,000

California CARE FEE is currently .35 per yard and will be billed for for all jobs with carpet

Inland Empire PI		SOUTH GATE PARKS AND REC. DEPARTMENT	
Signed:		Signed:	_
JOE CA	STELLON		
Proposal Total: _	\$66,475.00	Proposed Installation Start Date:	_

RECEIVED

NOV 6 - 2019

#### City of South Gate

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
2: 10p yr

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: November 12, 2019

Originating Department: Police

Department Director:

For City Manager:

Michael Flad

#### SUBJECT: PURCHASE ORDER FOR RENEWAL OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT

**PURPOSE:** To renew the existing software maintenance and support services for the Computer Aided Dispatch (CAD) and Records Management Systems (RMS) for the Police Department. The South Gate Municipal Code requires that all purchases that are in excess \$50,000 be approved by the City Council.

#### RECOMMENDED ACTIONS:

- a. Approve Purchase Order with Pulsiam for the renewal of the software maintenance and support services for the Police Department in the amount of \$106,014.09, for Fiscal Year 2019/20; and
- b. Authorize the City's Purchasing Division staff to issue a Purchase Order for this purchase in accordance with the City's purchasing ordinance and policies.

FISCAL IMPACT: Funds, in the amount of \$75,578, were included in the Fiscal Year 2019/20 budget for this purchase in account number 100-503-21-6730 (General Fund – PD Service - Software Maintenance).

**ANALYSIS:** This Purchase Order is the renewal of existing sole source proprietary software agreement that does not require bidding and complies with City purchasing guidelines.

**BACKGROUND:** Since 1999, the Police Department has contracted with Pulsiam to provide 24-hour support for its CAD and RMS systems. The CAD and RMS systems are the foundation of information that enables the Police Department to receive 9-1-1 calls in the dispatch center and generate calls for service that are sent electronically to Police Officers in the field. The system is also an integrated database for the processing and storage of law enforcement information, including arrest and booking reports.

The CAD and RMS system is an integrated system designed specifically for law enforcement. CAD is a real-time, Computer Aided Dispatch system which automatically verifies addresses and locations, tracks and manages incoming calls, prioritizes calls for the field, and tracks onduty personnel. RMS provides reporting and analysis capabilities for investigations and occurrence analysis, and generates statistics for Uniform Crime Reporting to the State and Federal Government. Mobile Data and eReporting modules allow officers access to dispatch information in the field, the ability to access the secure law enforcement network, and create crime and arrest reports.

Together, these modules form the core of police department operations, and are essential for daily functioning of the department. Maintenance on this overall software system is necessary to keep up with modifications, technology issues, changes in existing law, and other constantly evolving mandates to law enforcement.

**ATTACHMENT:** Pulsiam, Invoice #7378



16030 Ventura Blvd. Suite 250 Encino, CA 91436 (310) 282-9919 (310) 282-9929 (Fax)

DATE	9/16/2019
INVOICE NO.	7378
TERMS	Net 30
P.O./CUST REF.	
HSI TASK	61235

1
City of South Gate Police Department
Attn: Technical Service Manager

8620 California Avenue

**BILL TO** 

South Gate, CA 90280-3073

MAINTENANCE PROVIDED	QTY	UNIT PRICE	TOTAL
SafetyNet Maintenance for the period 11/01/19 - 10/31/20			
SafetyNet CAD Server	1	13,528.62	13,528.62
SafetyNet CAD Full Access User	3	2,705.72	8,117.16
SafetyNet CAD Read Only User	2	122.99	245.98
SafetyNet CAD E911 Interface Server	1	2,213.78	2,213.78
SafetyNet CAD E911 Interface Full Access User	1	221.38	221.38
SafetyNet CAD Message Switch Interface Server	1	4,427.54	4,427.54
SafetyNet CAD Message Switch Interface Full Access User	2	221.38	442.76
SafetyNet CAD Mapping Interface Server	1	2,213.78	
SafetyNet CAD Mapping Interface Client	2	221.38	
SafetyNet CAD Website	1	3,689.62	· 1
SafetyNet eReporting Server	1	1,750.49	' 1
SafetyNet eReporting Client	60	90.18	' 1
SafetyNet Informer **Up to 5 concurrent users**	1	1,236.00	
SafetyNet Mobile Server	1	8,117.17	
SafetyNet Mobile Client (Win32)	32	172.19	
SafetyNet Windows Client	30	67.64	· '
SafetyNet RMS Server	1	11,068.86	
SafetyNet RMS Full Access User	10	1,352.86	
SafetyNet RMS Read Only User	15	122.99	,
SafetyNet RMS Mapping Server	1	2,213.78	
SafetyNe RMS Mapping Client	1	221.38	
SafetyNet RMS Website	1	2,459.74	
SafetyNet Digital Mugshot Interface Server	1	2,459.74	
SafetyNet Digital Mugshot Interface Capture Client	4	270.57	
SafetyNet Live Scan Import Interface Server	1	1,229.88	· ·
SafetyNet Live Scan Export Interface Server	1	1,229.88	
SafetyNet Live Scan Interface NIST Formatter Server	1	491.95	491.95

Thank you for your business.

Total



16030 Ventura Blvd. Suite 250 Encino, CA 91436 (310) 282-9919 (310) 282-9929 (Fax)

DATE	9/16/2019
INVOICE NO.	7378
TERMS	Net 30
P.O./CUST REF.	
HSI TASK	61235

City of South Gate Police Department
Attn: Technical Service Manager
8620 California Avenue

South Gate, CA 90280-3073

**BILL TO** 

MAINTENANCE PROVIDED	QTY	UNIT PRICE	TOTAL
SafetyNet Web Services	1	1,229.88	1,229.88
SafetyNet Conference without lodging (per attendee)	1	922.41	922.41
Universe Server License	34		
Connection Pooling Server Edition	4	371.01	1,484.04
COPLINK Export Server	1	1,194.06	1,194.06
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Thank you for your business.

**Total** \$106,014.09

RECEIVED

## City of South Gate Item No. 11

NOV 7 2019

CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER

12:50pm For the Regular Meeting of: November 12, 2019
Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager: 11

Michael Flad

SUBJECT: AMENDMENT OF THE CAPITAL IMPROVEMENT PROGRAM AND FUNDING APPROPRIATION FOR THE CURB RAMP MODIFICATIONS AT 10145 ATLANTIC AVENUE, CITY PROJECT NO. 644-ST

**PURPOSE:** To amend the Capital Improvement Program to add and appropriate funds for the Curb Ramp Modifications at 10145 Atlantic Avenue, which is necessary to resolve an issue involving ADA compliance.

#### **RECOMMENDED ACTIONS:**

- a. Amend the Capital Improvement Program to add the Curb Ramp Modifications at 10145 Atlantic Avenue, City Project No. 644-ST, necessary to resolve an issue involving ADA compliance; and
- b. Appropriate \$20,000 in Measure M Funds to Account No. 311-790-31-9475 to fully fund the Curb Ramp Modifications at 10145 Atlantic Avenue, City Project No. 644-ST.

**FISCAL IMPACT:** Funds for this project were not included in the FY 2019/20 budget. Therefore, if Council approves this project, an appropriation of \$20,000 in Measure M Funds to Account No. 311-790-31-9475 is necessary to fully fund this Wheelchair Ramp Replacement.

ANALYSIS: In 2011, the City constructed the Atlantic Avenue Street Improvements from Firestone Boulevard to Abbott Road, City Project No. 644-ST, under which curb ramps were reconstructed to comply with the Americans with Disabilities Act (ADA). Under the project, a curb ramp was constructed at the northwest corner of Atlantic Avenue and Michigan Avenue, next to Ted's Liquor Store located at 10145 Atlantic Avenue. The new design resulted in lowering the elevation of the sidewalk, and constructing a ramp from the sidewalk to the front entrance of Ted's Liquor Store.

Recently, the City was notified that the front entrance was the subject of a lawsuit against the property owner. Apparently, the front entrance ramp that was constructed under the City's project does not meet the maximum slope requirements for ADA compliance. The Curb Ramp Modifications at 10145 Atlantic Avenue, City Project No. 644-ST will resolve this issue, and could further serve to avoid legal action by the property owner against the City.

BACKGROUND: The City has a Capital Improvement Program through which projects and funding are added annually or as the need arises. The Curb Ramp Modifications at 10145 Atlantic Avenue is relatively small in scale and needed to resolve an issue with ADA. The project entails reconstructing the northwest corner of the intersection of Atlantic Avenue and Michigan Avenue. Work includes removing and replacing the existing sidewalk, modifying the current ramp slope to be ADA compliant, and installing railings. The project is planned to be completed by City forces, as it will be cost-

effective to do so. Construction is anticipated to begin early December 2019 and be completed within approximately two months. The budget proposed will fund estimated construction costs of \$17,600 and a contingency of \$2,400 which includes the cost of labor and materials.

**ATTACHMENT:** Construction Estimate

AM:lc



### City of South Gate Public Works

Cost Proposal

Date: 10/22/2019

Type of Work: Proposal for the replacement of one wheelchair ramp located at

Location: 10145 Atlantic Avenue, South Gate, CA 90280, City Project No. 644-ST

Bill to: City Of South Gate

Address: 8650 California Ave South Gate CA 90280

Date	Name	Labor		Equipment				Materials /	<b>4 4</b>	
		Hrs	Rate	Amount	Unit #	Hours	Rate	Amount	Misc Charge	Amount
	G. Sepulveda	20	\$31.93	\$638.60	359	6	\$60.00	\$ 360.00	4 Yards of PCC Concrete Ready Mix @ 93.15 per yard	\$372.60
	K. Wilkerson	20	\$23.07	\$461.40	242	6	\$25.00	\$ 150.00		<b>7</b> = 1 = 100
	O. Ochoa	20	\$26.71	\$534.20	225	6	\$25.00	\$ 150.00	Form Boards	\$150.00
	M. Ortega	20	\$25.44	\$508.80	288	4	\$45.00	\$ 180.00	Concrete Disposal	\$200.00
	E. Valenzuela	20	\$28.05	\$561.00			Total	\$ 840.00	Fee	
									Railing	\$10,000.00
							,		Foundation - If required	\$1,600.00
	Sub Total			\$2,704.00					Additional Concrete - for Light standard 6 yrds @ 75.00 per yard	\$450.00
			=						Forming material for foundation (wood, lumber and misc. material)	\$300.00
	Electrical Work								Anchor Bolts 4 x \$100.00	\$400.00
	F. Robles	6	33.55	\$201.30					Total Materials	\$13,472.60
	A. Garcia	6	26.79	\$160.74						
	R. Ocegueda	6	24.31	\$145.86						
				\$507.90				Labor	\$3,211.90	·
								Equip	\$840.00	
	Total Labor			\$3,211.90				Material	\$13,472.60	
								Total	\$17,524.50	
										<del> </del>

Item No. 12

RECEIVED

NOV 5 - 2019

#### City of South Gate CITY COUNCIL

CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER

10:10am

For the Regular Meeting of: November 12, 2019 Originating Department: Office of the City Clerk

City Clerk:

Carmen Avalos

City Manager:

APPROVAL OF CITY COUNCIL MEETING MINUTES. **SUBJECT:** 

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

#### RECOMMENDED ACTION:

A. Approve the Special Meeting minutes of October 15, 2019

B. Approve the Regular Meeting and Special Meeting minutes of October 22, 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, OCTOBER 15, 2019**

CALL TO ORDER

M. Belén Bernal, Mayor called a Special City Council meeting to order at

5:30 p.m.

ROLL CALL

Carmen Avalos, City Clerk

PRESENT

Mayor M. Belén Bernal, Vice Mayor Denise Diaz, Council Member Al Rios, and Council Member Maria Davila; Jackie Acosta, Director of Administrative Services, City Attorney Raul F. Salinas

ABSENT

City Manager Mike Flad

LATE

City Treasurer Greg Martinez arrived at 6:05 p.m.

**ELECTIONS** 

The City Council interviewed and selected from among the candidates who submitted applications to fill the unexpired term of the City Council vacancy.

Mayor Bernal requested that the City Clerk explain the process for tonight's meeting.

Carmen Avalos, City Clerk explained how the interview process will proceed.

Raul Salinas, City Attorney stated that each candidate will have 20 minutes during their interview.

Council Member Rios asked if the time limit for when the public speaks is 3 or 5 minutes.

Mayor Bernal said that during normal City Council meetings we allow 5 minutes and she would like to honor that amount of time.

City Clerk Avalos drew the candidates name randomly to determine the order of the interview. Candidate No. 1 will be Mr. Bill De Witt, Candidate No. 2 will be Mr. Gil Hurtado, Candidate No. 3 will be Mr. John Montalvo, Candidate No. 4 will be Melissa Alvarado, Candidate No. 5 will be Mr. Juan Carlos Mendez, Candidate No. 6 will be Mr. Irving Pacheco, Candidate No. 7 will be Ms. Fabiola Inzunza, and Candidate No. 8 will be Mr. Armando Velazquez.

#### SPECIAL CITY COUNCIL MEETING MINUTES OF OCTOBER 15, 2019

ELECTIONS CONT'D

1

The following individuals spoke in support of Fabiola Inzunza.

Bill Cosgrove, former South Gate teacher

Delia Ariaga

Cindy, 10215 Walnut Avenue

Nancy Mesa

Ricardo Conto, 9542 Bowman Avenue

Gabriel Zamora

Eddy, 10433 San Anselmo Avenue

Nicolas Patino, 10001 Hildreth, spoke in support of Fabiola Inzunza.

Diego

The following individuals spoke in support of Gil Hurtado.

Joshua Barron, 8914 Beaudine Avenue

Laura Gonzalez

Nadi Reyes, 5832 Glady Street

Candy Esquivel

Robert Hinajosa

Ofelia, South Gate resident

South Gate resident, State Street

Genesis Martinez, 8161 South Gate Avenue.

Rebecca Avila, 3340 Michigan Avenue

Rosa, South Gate resident

Andrea Polino, 1625 Utah Avenue

Marcia Rodriguez Cox

Maria Navarro, 9411 San Antonio Avenue

Claudia Valladares, 8957 Cypress Avenue

Rosela Dominguez, 8987 Bryson Avenue

Angelica Martinez

Lindsey Marcia Cox

Elia Chavez

Adolfo Varas, 3375 Wisconsin Avenue

The following individuals spoke in support of John Montalvo.

John Reyes

Cristina Montalvo, 9815 Virginia Avenue

Jeffery Davis

Loraine Moore

Erika McKennas

Anthony Martinez

Linda Parsonson, 5708 Main Street, suggested letting several different candidates serve by dividing the time between candidates.

#### SPECIAL CITY COUNCIL MEETING MINUTES OF OCTOBER 15, 2019

**ELECTIONS CONT'D** 

Virginia Johnson, 5751 McKinley Avenue, stated that she thinks that the City should have spent the extra money to have a Special Election. She has read the agenda package and that five out of the eight candidate's state they will not be running for office with one stating they would be testing the water to see if they would have a go at it. One candidate had their questionnaire omitted from the City's website even though it was filled out. This was the only page missing and whether it was an honest mistake or not it is obvious that this missing page was for this City Council's nemesis and also a candidate for consideration. Is this meeting even legal since the City's website agenda is not complete? She feels that the vacant position should go to one of the two experienced candidates being Bill De Witt or Gil Hurtado.

Julian A. Jarquin, 10606 McNerney Avenue, said that he supports a critical evaluation for all candidates.

Paul Cordova Marino spoke in support of John Montalvo and also said that his partner supports Fabiola Inzunza.

Henry C. Gonzalez, 10210 Alexander Avenue, thanked the community for coming out. The meeting today is to allow the City Council to do their job by selecting a replacement for Council Member Morales.

Jimmy Hugart South Gate Police Officer Association Executive Board, spoke in support of Bill De Witt.

Carmen Avalos, City Clerk responded to the comment of a page missing from a candidate's application. She stated that there was no disrespect to any candidate. When the page was scanned it is possible that a page was missed however is was not done maliciously it was truly done without our knowledge. As soon as it was discovered the package was uploaded again and is currently on the City's website. All City Council Members did receive a complete package and it was copied accurately.

Mayor Bernal asked which candidate's application was missing the page.

City Clerk Avalos responded Mr. Gil Hurtado.

Mayor Bernal requested all Council candidate's exit the Council Chambers and wait in the Mayor's Office until their turn to interview.

RECESS

The City Council recessed at 7:13 p.m., and reconvened at 7:18 p.m., with all Members of Council present.

The City Council interviewed Mr. Bill De Will for the vacant City Council position.

#### SPECIAL CITY COUNCIL MEETING MINUTES OF OCTOBER 15, 2019

1 ELECTIONS CONT'D	The City Council interviewed Mr. Gil Hurtado for the vacant City Council position.					
	The City Council interv Council position.	riewed Mr. John Montalvo for the vacant City				
	The City Council interviewed Ms. Melissa Alvarado for the vacant City Council position.					
	The City Council interv Council position.	iewed Mr. Juan Carlos Mendez for the vacant City				
	The City Council interv Council position.	iewed Mr. Irving Pacheco for the vacant City				
	The City Council interv Council position.	iewed Ms. Fabiola Inzunza for the vacant City				
	The City Council interv Council position.	iewed Mr. Armando Velazquez for the vacant City				
RECESS	The City Council recessed at 9:03 p.m., and reconvened at 9:06 p.m., with all Members of Council present.					
	Mayor Bernal motioned to appoint Bill De Witt as Council Member and seconded by Council Member Davila. The vote was 4-0 in favor of the action.					
	ROLL CALL: Mayor Bernal, yes; Vice Mayor Diaz, yes; Council Member Davila, yes; Council Member Rios, yes.					
ADJOURNMENT	Mayor Bernal adjourned the meeting at 9:38 p.m. and seconded by Council Member Davila.					
PASSED and APPF	ROVED this 12 <sup>th</sup> day of No	ovember, 2019.				
		ATTEST:				
•						
M. Belén Bernal, Ma	ayor	Carmen Avalos, City Clerk				

#### CITY OF SOUTH GATE REGULAR CITY COUNCIL MEETING **MINUTES TUESDAY, OCTOBER 22, 2019**

CALL TO ORDER

M. Belén Bernal, Mayor called a Regular City Council meeting to order at

6:42 p.m.

INVOCATION

Pastor Ernesto Trejo, South Gate Church of Christ

PLEDGE OF

ALLEGIANCE

Alexis Hernandez, Police Property Specialist

ROLL CALL

Carmen Avalos, City Clerk

PRESENT

Mayor M. Belén Bernal, Council Member Al Rios, and Council Member Maria Davila; City Treasurer Gregory Martinez, City Manager Mike Flad,

City Attorney Raul F. Salinas

**ABSENT** 

Vice Mayor Denise Diaz

APPT OF COUNCIL

The Oath of Office administered to William H. De Witt as the newly

appointed City Council Member.

**PROCLAMATIONS** 

The City Council issued a Proclamation declaring October 2019 as National Bullying Prevention Month to raise awareness about the devastating and often long-term effects that bullying can cause.

CERTIFICATES

The City Council presented Certificates of Appreciation to Anadite. Inc., Astro Aluminum Treating Co., Inc., Brenntag Pacific, Inc., CJ Foods Manufacturing Corp., Cooper Drum Cooperating Parties Group, Lunday-Thagard Company dba World Oil Refining, Marquez Marquez Food Products, Inc., Pacific Fruit Processors, Inc., Qualawash Holdings, LLC. Rainbow Powder Coating, Inc., and Shultz Steel Company for being in

full compliance with the Sanitation Districts' industrial waste

requirements in 2018.

PERSONNEL

The City Council allowed staff to introduce the new and promotional fulltime employees hired or promoted between July 1, 2019 and September

30, 2019.

**EXCUSED FROM ITEM 5** 

At this time, Council Member De Witt was excused from participating on item 5 and departed from the Council Chambers.

5

TITLE 11

The City Council conducted a Public Hearing to consider waiving the reading in full and introduce an Ordinance - adding new Section 11.28.050 (Gateway District Specific Plan), to Chapter 11.28 (Specific Plans), of Title 11 (Zoning), of the South Gate Municipal Code, amending the South Gate Zoning Map to include an overlay boundary designation for the Gateway District Specific Plan, and adopting the Initial Study and Negative Declaration in accordance with the California Environmental Quality Act.

Joe Perez, Director of Community Development introduced Christine Babla from AECOm to provide the presentation for the Gateway District Specific Plan.

Mayor Bernal opened the Public Hearing.

John Montalvo, 9815 Virginia Avenue, asked if with the City's current infrastructure be able to support building up.

Fabiola Inzunza, 9542 Bowman Avenue, is concerned with the affordability factors and how it would correlate back to the community.

Mayor Bernal closed the Public Hearing.

Council Member Davila believes it is important to include affordable housing in the plan as the plan has the opportunity for economic development in the City.

Council Member Rios asked if staff could explain the incentives to include more affordable housing. Also, this specific plan is adjacent to the City of Cudahy and what is there plan for the land.

Mayor Bernal asked about affordable housing versus housing requirements. She requested that before City Council approves this plan an update on what the State housing laws are going to cause in our community. The difference between this plan and other plans that Council had previously approved is that this one will include our large corridors. If there is the opportunity for these types of projects it could possibly be in these corridors and around transit oriented projects.

Mike Flad, City Manager, explained inclusionary housing and how cities are dealing with the requirements.

5
TITLE 11 CONT'D

Mr. Perez said that the City has brought on a consultant to look into inclusionary housing. We are looking on into a policy for the areas for the City that have multi-family zones. In regards to the timing element, this would involve a process that would involve taking it to the planning commission for a public hearing after the analysis is done. It is important to look at inclusionary housing strategically because whether it is 5% of development or 15% of development we could be short changing ourselves by not getting enough units or we could be requiring so many that it stifles development. The plan is to bring the report before City Council in late March or April. If we want to include inclusionary housing into the specific plan we might want to put the Specific Plan on hold. Then the inclusionary housing requirement policy could include the entire City and not just the Gateway Districts.

Mayor Bernal asked in the analysis for inclusionary housing what cities are you comparing us to or how the process is being conducted.

Mr. Perez responded that it is a combined effort between RSG and staff. There are a number of inclusionary housing policies that are available and there is enough experience to know what works for South Gate. There are many cities that we can look at to provide a menu of options for City Council to look at.

He added, that in regards to infrastructure this whole area was analyzed as part of the negative declaration. This plan is not based on one specific project but when a specific project is coming into this area we will look and be sure that the developer is responsible for upgrading any needed changes to the infrastructure.

He also noted, the City owns a portion of the property in this area. We own an abandoned well site area but essentially this area is private ownership. As the transit station progresses this provides property owners the opportunity to develop, sell or keep their properties.

He concluded by specifying that the City has provided a copy of the document to the City of Cudahy. They were happy to receive it and at this time have not received any comments back.

Mr. Flad said that the City of Cudahy has been involved with the meetings with Metro. The transit station is planned for Firestone Boulevard and Atlantic Avenue. Developers are anticipating a tremendous growth in the value of property in this area.

Mr. Perez stated that this plan does not change the existing density included in the City's Zoning Ordinance.

TITLE II CONT'D

Mayor Bernal asked what tools currently exist to encourage developers to offer inclusionary housing.

Mr. Perez stated that the City currently has a couple of density bonus sections in the zoning code that we have developers and the City taking advantage of. First is the affordability density bonus. In addition we have other density bonuses that are not directly tied to affordability but the code allows the developer to have an excess based on baseline maximum if they provide certain amenities.

Mayor Bernal requested that staff bring back to City Council a report detailing what it would take to make changes to the zoning and general plan to include the regulations being implemented by the state for the upcoming housing requirements.

Item 5 was received and filed. Staff will update Vice Mayor Diaz on the issues discussed and bring this item back again before City Council after the review of inclusionary housing.

REJOINED MEETING

Council Member De Witt rejoined the Council prior to the discussion on this matter.

O POLICE DEPT

The City Council conducted a Public Hearing and approved A and B by motion of Mayor Bernal and seconded by Council Member Davila.

- a. Accepting Fiscal Year 2019/20 Bulletproof Vest Partnership Grant Funds, in the amount of \$7,596.18, from the U.S. Department of Justice, Office of Justice Programs, for the purchase of bulletproof vests for sworn personnel; and
- b. Increasing the Fiscal Year 2019/20 General Fund revenue projection in Account Number 100-4699 (General Fund -- Other Intergovernmental Grants) by \$3,596.18, from \$4,000.00 to \$7,596.18.

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

Mayor Bernal opened the public hearing and asked if anyone in the audience wishes to speak on this item. Seeing no come forward, Mayor Bernal closed the public hearing.

Council Member Rios asked if this money can be used for other police equipment or does it have to be used for only bullet proof vests.

Chief Davis responded that it is specific to bullet proof vests.

#### COMMENTS FROM THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue, thanked staff for their assistance in removing the trash bin from behind the Hollydale 7-Elven. She also thanked the City Attorney for clarifying a matter that was discussed at the last council meeting. She wonders why the cities do not sue the state over the ADU regulations not including allowances for parking.

Mr. Campos, 8467 San Vincente Avenue, is concerned about his neighbor running a business from his home.

Sylvia Masushigue, invited everyone to attend the Dia De Los Muertos event hosted by the South Gate Woman's Club on November 3<sup>rd</sup> from 10:00 a.m. to 9:00 p.m.

Claudia Vidaurri, South Gate business owner, asked if the City can offer any support for the Women's Club event.

Armando Vasquez. 3365 Independence Avenue, wants to bring back Kiwanis Club to the City of South Gate.

Ms. Palino, 11625 Utah Avenue, has concerns about the density housing requirements and will the City be able to provide services for the increase of people.

Carolyn Kobayashi, Assistant Regional Administrator of the Los Angeles County Public Library, introduced Amy Lu, Community Library Manager for the Leland Weaver Library.

David Resendiz, 8925 Hildreth Avenue, is a member of the Teen Court Program at South Gate High School and he spoke about what his group does for the community.

Fabiola Inzunza, 9542 Bowman Avenue, stated that she attended Family Day at the Park and recommended that any City sponsored events include information about the upcoming elections and census.

Nick Godoy, spoke about Street Sweeping and how he felt that the candidates were not treated fairly during the interview process for the vacant City Council seat.

John Montalvo, 9815 Virginia Avenue, congratulated Mr. De Witt for being chosen to serve on the City Council until March. He also complemented the City Clerk for her work. He was concerned with the enforcement of the policies that the City has at last Tuesday's City Council Meeting and felt that the public was intimidating the candidates by their comments and cheers. He stated that there are no City activity's planned for Veterans Day.

COMMENTS FROM THE AUDIENCE CONT'D

Adolfo Varas, spoke on bullying and is also asking for support for the Women's Club Dia De Los Muertos event.

Henry Gonzalez, 10210 Alexander Avenue, spoke on Veteran's Day and the service clubs in South Gate. He also inquired about the Business License requirements for home business.

#### REPORTS AND COMMENTS

#### FROM CITY OFFICIALS

Joe Perez, Director of Community Development, said that LA Metro will be having a series of meetings to educate the public on the West Santa Ana Branch. Los Angeles County recently released a draft environmental impact report for their plan to development about 650,000 square feet of professional County office space and that will be located in the Rancho Los Amigos south campus area in the City of Downey. On Saturday, November 9<sup>th</sup> there will be a Small Business academy at the Girls Clubhouse.

Steve Costley, Deputy Director of Parks and Recreation, invited everyone to attend the Halloween events at the park and asked the City Council to be judges for the costume contest.

Raul Salinas, City Attorney asked the Mayor if she would like to use this time to respond to public comments.

Mayor Bernal asked Joe Perez, Director of Community Development to respond to the comment about density housing.

Mr. Perez responded that it depends upon the project. There could be a mix of units that have a studio, 1 bedroom, 2 bedrooms and 3 bedrooms. It would really be project specific. He has some photos that demonstrate what the different densities look like. By the time developers come to the City they have already looked into the locations of schools, transit availability, and proximity to shopping.

Council Member Davila suggested that Mr. Perez explain why we are allowing these density projects in South Gate.

Mr. Perez responded that when the City updated its General Plan in the Zoning Ordinance to include these areas of housing and higher densities a lot of it was based on the Regional Housing Needs Assessment. The RHNA assigns the number of units that is determined at the State level. All the local jurisdictions in California need to provide zoning for a certain number of housing units. Then the Southern California Association of Governments determines through a complex formula a specific number of units that the cities are to allow for at different income levels. At the last cycle our number was 1,200 now it is well over 3,000.

#### REPORTS AND COMMENTS FROM CITY OFFICIALS

Mayor Bernal agreed with the comment that we need to get tables at the different community events for voter registration and the census. She requested having tables at the Rotary's Thanksgiving Lunch and the various Christmas Events.

Mayor Bernal asked Art Cervantes, Assistant City Manager/Director of Public Works, to update the public on the Street Sweepers.

Mr. Cervantes responded that the contract with the vendor has been finalized and the new service should begin on Thursday, October 24<sup>th</sup>.

Mayor Bernal asked Mike Flad, City Manager to discuss the Women's Club request for assistant from the City for the Dia De Los Muertos event.

Mr. Flad responded that each department has been working with them and some items have been accommodated for and some items were determined that they were not necessary because they will have access available to them. One of the things we try to do as staff is to try to manage staff costs and to do it in a way that is respectful, neutral and equal to all parties.

Steve Costley, Deputy Director of Parks and Recreation stated that the Women's Club did meet with Paul Adams, Director of Parks and Recreation and Parks staff was able to accommodate most items as part of the daily park usage. Some items do evolve costs such as generator usage that would take time to put up and overtime costs for staff. This event is on a Sunday which would include a lot of overtime which was not previously accounted for in our budget.

Mr. Flad responded to the last comment made by the public by saying that the City is still enforcing business licenses for residential communities. The dispute there is whether or not the person is operating a business as defined by the Municipal Code.

Mr. Salinas stated that there was also a question on enforcing a noise complaint. There are two ways of enforcing this. One is to do a decimal noise reading and the other way is to have the City prosecutor determine whether the person that is making the noise is doing so unlawfully and if the noise disturbs the peace of two or more individuals. If the City prosecutor determines that there is a violation he can pursue criminal action is taken against that property owner. The City is looking into his request to see if there is ample grounds for this.

Greg Martinez. City Treasurer, thanked Staff for providing the City Treasurer's Office with a booth. He passed out LED light bulbs that were donated to the public free of charge. He also spoke about the benefits that the service clubs provide the youths of the community.

REPORTS AND COMMENTS O FROM CITY OFFICIALS CONT'D

Carmen Avalos, City Clerk's Office, spoke on the changes coming to the next election in 2020 with the new vote centers and amount of days allowed available to vote. Additionally for the March election Ms. Avalos attended a City Clerk's summit and there are many cities upset with the costs analysis from the County. She also spoke with students from South Gate High School about voting and letting them know that they can register to vote at 16.

Council Member De Witt stated that he will not be a candidate for the March 2020 election and is here to support the City. He attended Family Day in the Park and would like to see all the elementary schools participate if they are able. He requested to review the contract for street sweeping and has concerns with the area on Gardendale Street. Also, California Edison owns some property on Scotts Street and the gate to that property has been open for about two weeks and near that area there are Edison lights that are out and recommended that Public Works take a look at the area.

Council Member Davila attended the Explorer's Graduation and the League of California Cities convention in Long Beach.

Council Member Rios will be attending his first Contract Cities meeting. On Thursday the City will be having their first Census Count Committee meeting. He will also be attending the West Santa Ana Branch meeting.

Council Member Rios commented that it is not that they want to build more affordable housing but when we bring in the Santa Ana Branch there will be some displacement and home values will increase. This is also going to help these renters who could be the victims and being priced out of their homes.

Mayor Bernal stated that with Vice Mayor Diaz they are working with the Assembly Members Office to prepare a legislative workshop to learn about water as part of the Water Education for Latino Leaders. The workshop is scheduled for November 7<sup>th</sup>.

Mayor Bernal said that she participated in a planning meeting with the Native American Veterans Association. They have been holding their Pow Wow and cultural event in the City of South Gate. This is a private nonprofit group and the goal would be to have the City organize an event similar to Memorial Day. She is happy to explore this and at the time the task was given to our Parks Department to work with the American Legion and local Veteran's Association to see how we can honor individuals.

#### REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Mayor Bernal attended the Explorer's Graduation and a meeting with LA CADA who recently purchased the property on California Avenue next to Taco Bell to learn more about the services they offer for mental health and therapy. She also attended the League of California Convention. She reported on the Social Media workshop and the Land Use/CEQA workshop.

Mayor Bernal asked if there is anything else that the City can do to assist the Women's Club.

Mr. Flad stated that he is in support of the Women's Club but wants to be careful of the precedent that they set since there are many organizations that use the Parks. He is happy to donate personally to the group and help offset costs if he can. What he does not want to do is have organizations come to a council meeting and request items for an event or overtime from staff where we are then actively spending taxpayers' money to support events.

Mayor Bernal said that any organization that wants the City's support should know that we are supportive, however we do request that there is proper planning and timing in the process so the City Council will know exactly what we will be voting on.

#### CONSENT CALENDAR

Agenda Items 7, 8, 9, 10, and 11 were approved by motion of Mayor Bernal and seconded by Council Member Davila.

PERSONNEL

The City Council adopted Resolution No. 7890 entitled – A Resolution of the City Council of City of South Gate amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to create the position of Scnior Financial Analyst in the Administrative Services Department, to approve the corresponding job specification, and to update the appropriate salary pay table was approved during the Consent Calendar.

VITAL MEDICAL

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

- a. Agreement (Contract No. 3555) with Vital Medical Services, Inc., to provide medical services for people in police custody in an amount not to exceed \$100,200 for a one-year term; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

#### 9 LEGAL SERVICES

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

- a. Amendment No. 2 to Contract No. 3379 with the Telecom Law Firm. P.C., extending specialized legal services on wireless and wired telecommunication law through October 10, 2020; and
- b. Authorized the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

#### 10 CITY'S FLEET MASTER PLAN

The City Council approved a Purchase Order with Stotz Equipment for the purchase of a John Deere Model 4066R Compact Utility Tractor to replace an aging utility tractor for the Parks & Recreation Department in the total amount of \$53,096.36 was approved during the Consent Calendar.

#### 11 MINUTES

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

- a. The Regular and Special Meeting minutes of September 24, 2019; and
- b. The Regular and Special Meeting minutes of October 8, 2019.

#### 12 PARKS FACILITIES

The City Council approved A, B, C, and D by motion of Council Member De Witt and seconded by Council Member Rios.

- a. Agreement (Contract No. <u>3556</u>) with LPA, Inc., for design services for a new community center to replace the existing Girls Club House building at South Gate Park, in the amount of \$1,446,074;
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- c. Authorized the Director of Parks & Recreation to approve related services, change orders, required surveys and studies, contingency and reproduction expenses with the remainder of the budgeted amount of \$253,926 for this Project in a manner consistent with the City's purchasing ordinance; and
- d. Authorized the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this Agreement.

REGULAR	CITY (	COUNCIL MEETING MINU	TES OF OCTOBER 22, 2019
13 COMMUNITY			
DEVELOPMENT		City Council approved A and B ded by Council Member Rios.	by motion of Mayor Bernal and
	a.		ddress homeless encampments, trash nion Pacific Railroad rights-of-way;
	b.	Received and filed report.	
14 WARRANTS & CANELLATIONS			rants and Cancellations for October
	Berna		itor Davila and seconded by Mayor
	Total Voids	of Checks:	\$2,289,705.54
		of Payroll Deductions:	\$ (10,393.93) \$ (352,390.98)
	Grand	l Total:	\$1,926,920.63
	Cance	ellations: 82867, 83070, 84871	
ADJOURNMENT		r Bernal adjourned the meeting ail Member Davila.	g at 10:03 p.m. and seconded by
<b>-</b>		a a cash a casa	

PASSED and APPROVED this 12th day of November, 2019.

	ATTEST:	
M. Belén Bernal, Mayor	Carmen Avalos, City Clerk	_

#### CITY OF SOUTH GATE SPECIAL CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 22, 2019

CALL TO ORDER

Mayor M. Belén Bernal called a Special City Council meeting to order at 5:30 p.m.

ROLL CALL

Sonia Guerrero, Records Coordinator

**PRESENT** 

Mayor M. Belén Bernal, Council Member Al Rios, and Council Member Maria Davila; City Manager Mike Flad, City Attorney Raul F. Salinas

ABSENT

Vice Mayor Denise Diaz, City Treasurer Greg Martinez

LATE

Carmen Avalos, City Clerk

CLOSED SESSION

The Council Members recessed into Closed Session at 5:31 p.m. and reconvened at 6:38 p.m. with four (4) Members of Council present. City Attorney Salinas reported the following:

1. <u>CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION</u>

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

- a. City of South Gate v. Jah Healing Kemetic Temple of the Divine Church, Inc.
- b. Frank Leo v. City of South Gate

For Item 1a the City Council received a presentation in regards to a preliminary injunction that had been issued in favor of the City this past week and the impact of that. No vote was taken after the discussion ended.

For Item 1b the City Council received a presentation by outside Counsel representing the City. The outside Counsel requested authority to settle the case. On a motion made by Mayor Bernal and seconded by Council Member Rios the City Council approved going forward with the settlement. The vote was 3 to 0.

### 2. <u>CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION</u>

Pursuant to Government Code Section 54956.9(c)

Two (2) - Potential Cases

For Item 2 there were two cases discussed during Closed Session. The City Council received a report from the City Attorney. Upon completion of that report the City Council took no vote in connection with those two matters.

- 3. <u>CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE</u>
  Pursuant to Government Code Section 54957 and 54957.6
- a. City Manager

This item was not discussed in closed session and will be brought back at a future meeting.

ADJOURNMENT

Mayor Bernal adjourned the meeting at 6:41 p.m. and seconded by Council Member Davila.

**PASSED** and **APPROVED** this 14<sup>th</sup> day of November, 2019.

	ATTEST:
M. Belén Bernal, Mayor	Carmen Avalos, City Clerk

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Item No. 13

RECEIVED

NOV 6 - 2019

CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER

## City of South Gate CITY COUNCIL

1:25pm

AGENDA BILL

For the Regular Meeting of: <u>November 12, 2019</u> Originating Department: <u>Community Development</u>

Department Director:

Joe Perez

City Manager:

Michael Flad

SUBJECT: DISCUSSION OF PROPOSED INCLUSIONARY HOUSING ORDINANCE

**PURPOSE:** Discuss the proposed scope and process for preparing an inclusionary housing ordinance.

#### **RECOMMENDED ACTIONS:**

- a. Receive and file presentation of the proposed inclusionary housing ordinance; and
- b. Discuss and direct staff and consultants to proceed with preparation of an inclusionary housing ordinance for consideration by the Planning Commission and City Council in early 2020.

**FISCAL IMPACT:** Funds, in the amount of \$44,040, were included in the Fiscal year 2019/20 budget for the preparation of the necessary studies and ordinance in account number 100-603-41-6101 (Planning Professional Services). No additional funding is requested at this time.

**ALIGMENT WITH COUNCIL GOALS:** The plan meets the City Council's goal of continuing to create and protect strong and sustainable neighborhoods.

ANALYSIS: Increasing the housing inventory is an acute priority of California, Los Angeles County and the City, particularly as it pertains to the supply of affordable housing, as housing costs for South Gate households continue to escalate. Renters are particularly impacted, as approximately 2 out of every 3 South Gate renters are paying more than 30 percent of their income on housing, and rents continue to escalate at a pace of over 5 percent since last year.

Coupled with local issues are the current and anticipated fair share allocation of housing production from the RHNA (regional housing needs assessment) which may require thousands of new units built in the City in the next several years. It is likely that market conditions may result in most of the new units to be listed at rents well above levels of affordability, so the City is considering proactive actions to ensure that South Gate residents are not facing gentrification as a result of these challenges.

Fortunately, new housing is anticipated in infill locations within South Gate, particularly in specific plan and transit-oriented development locations where residents may be less car-

dependent with the development of the West Santa Ana Branch light rail line. To compliment these initiatives, staff is recommending that the City consider an inclusionary housing ordinance that would require that a percentage of new housing built in South Gate is restricted for low- and moderate-income households.

**BACKGROUND:** While many developing cities created inclusionary housing ordinances, older built-out communities generally had not seen the need for an inclusionary housing program, at least until infill markets like South Gate began to present viable redevelopment opportunities. Such opportunities are particularly in proposed specific plan areas, where both market rate and affordable housing can be constructed with the appropriate economic and policy frameworks.

Section 65850(g) of the California Government Code permits local governments to adopt ordinances to require that a percentage of rental housing units be restricted to low and moderate income households. This authority was reinstated into state law with the approval of Assembly Bill 1505 in 2017, which superseded previous court rulings that such authority was unconstitutional. (Cities and counties have had such authority as it pertains to ownership housing under Government Code Section 65800.)

As part of the preparation and consideration of an ordinance, a city must ensure that the proposed ordinance would:

- 1) Not detrimentally affect the production of housing by making such production infeasible as a result of the inclusionary requirement. This feasibility study would be prepared as part of the process of creation of the ordinance and considered by the Planning Commission, City Council, and, if requested, the Department of Housing and Community Development.
- 2) Permit at least one alternative to the creation of inclusionary housing in a project, such as payment of in-lieu fees, building units offsite, and others.

A schedule of the primary steps required to prepare the inclusionary housing ordinance is included with this agenda bill. A presentation will be made by staff and consultants to provide the City Council opportunities to weigh in on the process and options available to the City Council. It is anticipated that the ordinance would be prepared in early 2020, and considered by the Planning Commission and City Council later that year.

**ATTACHMENT:** Tentative Schedule for Adoption of an Inclusionary Housing Ordinance

#### TENTATIVE SCHEDULE FOR ADOPTION OF

#### AN INCLUSIONARY HOUSING ORDINANCE

#### **CITY OF SOUTH GATE**

DATE	ACTION	DUE BY
November 12, 2019	City Council – Study Session. City Council receives study session presentation regarding options for structuring an inclusionary housing program and provides general direction on framework of desired ordinance to staff.	November 5, 2019 - Staff Report - Presentation
November and December	RSG – Technical Studies. Based on direction given at Study Session, RSG works with City staff on development of supporting technical studies to substantiate the policy direction and alternatives available to the City in the inclusionary ordinance.	
January 21, 2020	Planning Commission - Briefing on Inclusionary Ordinance. Following completion of technical analysis and staff (as well as any subcommittee) review, City staff and RSG present findings from technical studies and makes policy recommendations based on best practices and desired outcomes provided by City Council.  Planning Commission provides direction on	January 14, 2020 - Staff Report - Presentation
	recommended inclusionary ordinance.	
January 28, 2020	City Council – Briefing on Inclusionary Ordinance. Following completion of technical analysis and staff (as well as any subcommittee) review, City staff and RSG present findings from technical studies and makes policy recommendations based on best practices and desired outcomes provided by City Council.	January 21, 2020 - Staff Report - Presentation
	City Council provides direction on recommended inclusionary ordinance	
February	City Attorney – Draft Inclusionary Ordinance Prepared. City Attorney drafts inclusionary ordinance and public hearing notices.	
	[Government Code Sections 65800, 65850, 65853, 65854, 65090-94]	
TBD (No later than March 6, 2020)	City Clerk - Notice of Planning Commission Public Hearing. City Clerk publishes notice of Planning Commission public hearing in newspaper of general circulation within the city, as well as mail notice to persons who file	TBD  - Notice must contain date, time, and place of public hearing, the



#### TENTATIVE SCHEDULE FOR ADOPTION OF

#### AN INCLUSIONARY HOUSING ORDINANCE

#### **CITY OF SOUTH GATE**

	written request for such notice, at least ten (10) days before hearing,  City Clerk also publishes 1/8 page display advertisement in newspaper of general circulation.  [Government Code Sections 6061, 65090, 65091, and 65094]	hearing body, a general explanation of the matter, and general description of the location of the property subjected to the hearing Mailing list of persons requesting notice
March 16, 2020	Planning Commission – Public Hearing on Inclusionary Ordinance. Staff and consultants present draft inclusionary ordinance for review and consideration of a recommendation to the City Council.  The Planning Commission shall render its decision in the form of a written recommendation to the City Council. Such recommendation shall include the reasons for the recommendation, the relationship of the proposed ordinance or amendment to applicable general and specific plans, and shall be transmitted to the City Council in such form and manner as may be specified by the City Council.  [Government Code Sections 65853-55]	March 9, 2020 - Staff Report - Resolution - Draft Ordinance - Presentation
TBD (No later than March 13, 2020)	City Clerk - Notice of City Council Public Hearing. City Clerk publishes notice of Planning Commission public hearing in newspaper of general circulation within the city, as well as mail notice to persons who file written request for such notice, at least ten (10) days before hearing,  [Government Code Sections 6061, 65090, 65092, and 65094]	TBD  - Notice must contain date, time, and place of public hearing, the hearing body, a general explanation of the matter, and general description of the location of the property subjected to the hearing.  - Mailing list of persons requesting notice
March 23, 2020	City Council – First Reading of Ordinance. City Council conducts public hearing and first reading of ordinance.	March 16, 2020 - Staff Report - Ordinance



#### TENTATIVE SCHEDULE FOR ADOPTION OF

#### AN INCLUSIONARY HOUSING ORDINANCE

#### **CITY OF SOUTH GATE**

April 13, 2020	City Council – Second Reading. City Council conducts second reading of inclusionary housing ordinance.	April 6, 2020 - Staff Report - Ordinance
TBD (No later than April 28, 2020)	City Clerk – Publication of Ordinance. City Clerk provides full text of ordinance and names of Council members for and against approval at least once in a newspaper of general circulation published and circulated in the city.  [Government Code Section 36933]	TBD - Full text of ordinance
May 14, 2020	Ordinance Effective – 31st day after second reading.	
July 13, 2020	Period Expires to File Challenges to the Ordinance – 90 days after adoption of ordinance.	



Item No. 14

RECEIVED

NOV 6 - 2019

CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER City of South Gate CITY COUNCIL

1:250M

For the Regular Meeting of: November 12, 2019 Originating Department: Community Developmen

Department Director:

Joe Perez

City Manager:

Michael Flad

TWEEDY STREET FAIR FESTIVAL AGREEMENT RENEWAL (2020-22) SUBJECT:

PURPOSE: To renew a three-year agreement outlining the roles, responsibilities and requirements of all parties related to the annual Tweedy Street Fair Festival. The terms remain the same as those approved by the Council in the prior three years.

#### **RECOMMENDED ACTION:**

- Approve Event License Agreement with the Tweedy Mile Association to produce the Annual Tweedy Street Fair Festival for a term of three years:
- Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and b.
- Appoint the Director of Community Development as the City Agent to act on behalf of the c. City in matters required for the successful execution of this Agreement.

FISCAL IMPACT: The City's costs associated with this event are related to overtime costs for City personnel at approximately \$90,012. The Tweedy Mile Association (TMA) will reimburse the City \$30,000 for the expenses incurred, leaving a Net Cost to the City of approximately \$60,012. If the City Council grants approval of this request, the fiscal impact to the General Fund will be approximately \$60,012 for Police and Public Works Department personnel overtime. In addition, in the event that the Tweedy Mile Street Fair expenses exceed revenue, the City will provide an additional subsidy for the exact loss up to \$10,000.

ANALYSIS: Next year marks the 30th Annual Tweedy Street Fair Festival (Fair) that will take place on June 5, 6 and 7, 2020 on Tweedy Boulevard, between California Avenue and Alexander Avenue. The Fair features carnival rides, entertainment, games and food vendors. The proposed three-year Event License Agreement (Agreement) specifies the roles, responsibilities and expectations of all parties related to the Fair.

BACKGROUND: The Tweedy Mile Association (TMA) has been successfully organizing and producing the Fair for 29 years in the community. Over the years, the City has provided the TMA with Police and Public Works personnel support to conduct the Fair via a three year Agreement. The previous three-year Agreement expired on June 30, 2019. The attached Agreement continues the City's support and proposes the same terms as the previous three-year Agreement. Provided below is a summary of the main terms of the proposed Agreement:

#### **Term of Agreement**

The Agreement will remain in effect for three years or until June 30, 2022.

#### **Hours of Operation**

- Friday from 5:00 p.m. to 12:00 a.m.
- Saturday from 12:00 p.m. to 12:00 a.m.
- Sunday from 12:00 p.m. to 10:00 pm.

Entertainment stages will close one hour prior to closing each day. The TMA will cease selling carnival tickets at 11:00 p.m. on Friday and Saturday, and Sunday at 9:00 pm.

#### **Advertising**

The TMA will develop and submit to the City thirty days prior to the Fair, flyers, posters and street banner to advertise to the community.

#### **Schedule of Activities**

The TMA will develop a Schedule of Activities which includes all of TMA's duties to provide the equipment and entertainment required under the proposed Agreement and submit to City for review thirty days prior to the Fair.

#### Waiver of License Fees and Certain Inspection Fees

The City will waive all business license, special permit and inspection fees. However, the TMA is responsible for all other inspections which are legally required, including, Health Department inspections and County Fire Department inspections.

#### Reimbursement to the City

Within sixty days after the conclusion of the Fair, the TMA will submit to the City an accounting of all proceeds derived from the Fair, and pay to the City the amount of \$30,000 for reimbursement of expenses incurred in providing Police Services and other City services related to the event. In the event that Tweedy Mile Street Fair expenses exceed revenue, the City will provide an additional subsidy for the exact loss up to \$10,000.

#### **Notification of Fair**

The TMA will notify, in writing, all businesses, residents and churches whose property is adjacent to the Fair Area, the dates and times of the Fair and the street closures at least thirty days prior to the Fair.

#### Street Fair Festival Management

The TMA will hire a professional carnival and entertainment management firm to provide carnival management services including advertising, activity/food booths, entertainment and other related services. As a co-sponsor of the event, the City has the ability to review any contract for carnival management services.

#### Carnival Ride Parking

Carnival rides, equipment, supplies, and vehicles may not be stored at City Park facilities before, during or after without a parking permit. In the event that the Carnival Ride Management Firm wishes to store or park

equipment, rides or vehicles at City Park facilities, the carnival ride management firm must secure a parking permit from the Department of Parks & Recreation directly and pay a parking fee not to exceed \$500 per day. TMA will not be allowed to secure such permit on behalf of the contractor. Carnival vehicles, rides or equipment parked or stored at City Park facilities without a permit will be subject to fines and impound.

#### **Show Mobile Set-up**

In the event the TMA wishes to utilize the City's Show Mobile as an auxiliary stage during the event, the TMA must notify the City's Director of Parks & Recreation at least thirty days prior to the event. The TMA will provide the City with a diagram indicating the location where the Show Mobile is to be set up. TMA will arrange to have the Show Mobile delivered, set up and removed during normal City working hours. The City will waive all normal rental fees for the use of the Show Mobile and normal setup. Any extraordinary costs including overtime or special equipment will be reimbursed by the TMA.

#### Traffic Control Plan

City shall take such measures to restrict vehicular traffic during the Total Fair Time from the Fair Area, and to restrict all vehicular traffic during Preparation Time on Tweedy Boulevard in the Fair Area, in accordance with a Traffic Control plan to be prepared and approved by City. The TMA will be responsible for following and implementing the Traffic Control Plan approved by the City.

ATTACHMENT: Proposed Tweedy Street Fair Festival License Agreement

#### EVENT LICENSE AGREEMENT FOR PRODUCTION OF THE TWEEDY STREET FAIR FESTIVAL BETWEEN THE CITY OF SOUTH GATE AND THE TWEEDY MILE ASSOCIATION

This Event License Agreement ("Agreement") for the production of the Tweedy Street Fair Festival is made and entered into on November 12, 2019, by and between the City of South Gate, a municipal corporation ("City"), and the Tweedy Mile Association, a California corporation ("Licensee"). City and Licensee are sometimes hereafter individually referred to as "Party" and collectively referred to as "Parties."

#### RECITALS

WHEREAS, Licensee desires to organize and produce the Tweedy Street Fair Festival event ("Event") within the City of South Gate on the Friday through and including Sunday, inclusive, on the first weekend of June, during the term of this Agreement; and

WHEREAS, the City will close to vehicular traffic on Tweedy Boulevard, between California Avenue and Alexander Avenue, for a limited time period, and wherein Licensee will provide Fair equipment, entertainment and festivities with which to attract members of the public, all for the benefit of Licensee and City, as herein provided; and

WHEREAS, Licensee warrants to the City that it has the qualifications, experience and facilities to perform properly and timely in producing the Event permitted under this Agreement; and

WHEREAS, City is willing to grant a special event permit and license to Licensee for operation of the Event on Tweedy Boulevard under the terms and conditions herein stated; and

WHEREAS, the Agreement is intended to cover a three year cycle for Events in 2020, 2021 and 2022.

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

#### 1.0 OBLIGATIONS AND DUTIES OF THE PARTIES.

- A. City hereby grants to Licensee a temporary exclusive license to use a designated portion of the City's right-of-way known as Tweedy Boulevard, between California Avenue and Alexander Avenue, for the limited purpose of conducting the Fair during the times specified in Section 4.1 Hours of Operation.
- **B.** Licensee is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of City.

#### 1.1 REVOCABILITY.

City may in its sole and unfettered discretion, revoke this permit and license and/or terminate the Agreement without cause upon thirty (30) days advance written notice. In the event that any of the terms of this Agreement or city ordinances are violated, or, in the event that, in the City's sole discretion and judgment, there is an eminent threat to public health or safety, City may revoke this permit and license at any time and require that all activities related to the license be ceased. In the event that the City should revoke the permit as a result of an eminent threat to public health or safety, the City shall not be responsible for any additional costs or lost revenues incurred by licensee.

#### 1.2 CITY AGENT.

The City's Director of Community Development ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Licensee understands that the Director has the authority to provide that approval or authorization. The Director retains full discretion to consult with the City Manager, City Attorney, other City personnel and consultants, and the City Council, as necessary, during the term of this Agreement relating to such approvals or authorizations related to Licensee's event hereunder.

#### 2.0 TERM OF AGREEMENT.

This Agreement is effective November 12, 2019, and will remain in effect through and including June 30, 2022, unless otherwise expressly extended or revoked in writing.

#### 3.0 EVENT AREA.

The Event shall be conducted on that portion of Tweedy Boulevard, between California Avenue from the eastern most boundary of the intersection crosswalk (thereby leaving the intersection properly open, and unaffected by the Event) and Alexander Avenue from the western most boundary of the intersection crosswalk (thereby leaving the intersection properly open, and unaffected by the Event). Said portion of Tweedy Boulevard is hereby designated as the "Event Area." The intersection at Otis Street and California Avenue shall at all times remain accessible to emergency traffic.

#### 3.1 HOURS OF OPERATION.

The Event shall operate on the first weekend of June, within the following days and times:

- Friday from 5:00 p.m. to 12:00 a.m.
- Saturday from 12:00 noon to 12:00 a.m.
- Sunday from 12:00 noon to 10:00 p.m.

Entertainment stages will close 1 hour prior to closing each day. The Licensee will cease selling carnival tickets at 11:00 p.m. on Friday and Saturday, and Sunday at 9:00 pm.

#### 3.2 TOTAL EVENT TIME.

"Total Event Time" shall be that period of time between the commencement of the Event (Friday at 5:00 p.m.) and its conclusion (Sunday at 10:00 p.m.). "Total Event Time" is subject to City approval.

#### 3. 3 SET-UP.

The license granted by City to Licensee to use the Event Area shall be and remain in effect on the days and during the hours specified below:

- A. From 8:00 p.m. on the Wednesday before the Event for the purpose of setting up the equipment and supplies required to conduct the Event ("Set-Up Time") through and including 8:00 a.m. on the Monday following the Event for the purpose of removing the Event equipment ("Break Down Time"), subject to the terms and conditions set forth below. Set-Up Time and Break Down Time are collectively referred to as "Preparation Time."
- B. From Wednesday 8:00 p.m. from California to San Carlos Avenue, for the purpose of setting up carnival rides; from Thursday 12:00 a.m. (midnight Wednesday evening), from Alexander Avenue to San Vincente Avenue, for the purpose of setting up carnival rides, and equipment and supplies required to conduct the Event.
- C. Set-Up and Break Down Times are subject to City approval.

#### 3.4 CLEAN-UP.

- A. Licensee shall, at its sole cost and expense, engage adequate personnel and equipment as is necessary to clean the Event area and return it and its environs to the condition it was prior to the Event.
- B. Should Licensee fail to adequately clean the Event Area in a timely fashion, City will perform the work and charge Licensee for all costs associated with the clean-up.

#### 4.0 EQUIPMENT.

Licensee shall, at its sole cost and expense, and during the Set-UpTime, place, construct, install and Set-Upin the Event Area, such as food booths, non-food booths, games, carnival rides, stages and stage areas for entertainment and side shows, portable toilets, trash receptacles, generators, ticket sales booths, and other facilities and equipment required to conduct the Event ("Equipment"), subject to the following terms and conditions:

#### A. Minimum Requirements for such Equipment shall be as follows:

1. Canopies, canvas, and similar material constituting any of such Equipment, and particularly concessionaire booths, shall be made of fire

retardant material.

2. All concessionaire booths shall meet Health Department and Fire Department requirements for the sale of merchandise or food products.

#### B. Equipment Placement Plan.

Licensee shall provide City with an Equipment Placement Plan for all Equipment at least fifteen (15) days before the Event. Said Equipment Placement Plan shall include an "approximately-to-scale" diagram of the Event Area, on which shall be interposed a diagram of each piece of Equipment.

The Licensee shall make any final decision regarding Equipment Placement, in the exercise of reasonable discretion, after good faith consultation and discussion with City, except as to the following:

- 1. Electrical generators shall be located in such a manner as to minimize the noise impacts on surrounding residents and those attending the Event.
- 2. A sufficient number of portable toilets shall be provided and shall be located in such a manner as to minimize any offensive odors and noise impacts on surrounding residents and those attending the Event.
- 3. All Equipment shall be located in such a manner as to permit a continuous open and unencumbered path, at least ten feet (10') wide, between the entrances on each end of the Event Area so as to permit an emergency vehicle to enter and exit the Event Area without requiring the movement of any Equipment.

#### C. Small Trash Receptacles.

Licensee shall provide a sufficient number of small trash receptacles and shall identify the locations of such small trash receptacles in the Equipment Placement Plan.

#### D. Area and Equipment Maintenance.

Licensee shall hire and maintain sufficient personnel to correct mechanical problems with the Equipment, and to keep the same clean and orderly. This shall include, but is not limited to, the duty to keep all portable toilets and all trash receptacles in a clean and neat appearance at all times, and to keep all offensive odors to a minimum.

#### 5.0 ADVERTISING.

Licensee shall provide for thorough public awareness of the Event. In connection with said duty, Licensee shall be responsible for the following:

#### A. Advertising.

Licensee shall, at its sole cost and expense, prepare, develop and submit to City thirty (30) days prior to the Event flyers, posters and street banner to advertise the event to the community.

#### B. Schedule of Activities.

Licensee shall develop a Schedule of Activities which is consistent with, and includes, all of Licensee's duties to provide the Equipment and entertainment required under this Agreement; and submit to City for review (30) days prior to the Event.

#### 6.0 CONSESSIONAIRE RENTALS.

Between the execution of this Agreement and the commencement of the Total Event Time, Licensee shall use its best efforts to encourage concessionaire participation, especially among South Gate vendors, and to promote booth rental agreements with concessionaires willing to participate in the Event, all on such terms and conditions as Licensee deems reasonably appropriate following good faith consultation with the City; provided, however, that such terms and conditions shall not be inconsistent with the following:

#### A. Electricity.

Licensee shall provide, at its sole cost and expense, electricity (110V, 15A service), and bring same to one point at the booth of any concessionaire requiring same. Concessionaires shall provide their own electric cords for the distribution of electricity to any appliances requiring same. Additional power may be provided at concessionaires' cost.

#### B. Rules and Regulations.

Each booth rental agreement shall contain rules and regulations which have been adopted by Licensee and approved in advance by City.

#### C. Booth Equipment.

Concessionaires shall provide their own tables, lights, electric cords, water hoses, and such other equipment and supplies as they deem necessary and appropriate to conduct their activities from the rented booth.

#### D. Business License Required.

In lieu of requiring each individual Concessionaire to obtain a business license from the City directly, the City will issue a single venue license/permit to the Licensee which will cover all concessionaires approved by the Licensee for the duration of the Event. The Licensee shall not pay any business license fee for the event. The Licensee shall submit a list of approved Concessionaires to the City

prior to the event. Each approved Concessionaire shall have, in their possession at all times during the Event, a flyer or other approved signage indicating that they are approved by the Licensee.

#### E. No Alcoholic Beverage Sales.

Concessionaires shall not be permitted to sell or otherwise distribute alcoholic beverages from anywhere on, around or near the Event Area. Nothing herein is intended to preempt or contravene the laws, rules and regulations of the Alcoholic Beverage Control Board regarding the authorized sale and distribution of alcoholic beverages. Specifically, licensed liquor stores may continue to sell alcoholic beverages for off-site consumption from authorized locations.

#### F. Booth Rental Rates.

Licensee shall rent booths on the basis of a single fee for the Total Event Time. Preference shall be given to South Gate merchants, civic organizations and residents. The Licensee, within thirty (30) days prior to the Event, shall furnish the City a schedule of booth rental rates for concessionaires.

#### G. Inclement Weather.

Licensee shall include in the booth rental agreement an inclement weather policy which shall be uniformly applicable to all concessionaires. Licensee shall defend and hold City, its elected and appointed officer, employees, agents and volunteers harmless from any claims asserted against the City for any loss or damage suffered by any concessionaire due to inclement weather.

#### 7.0 SECURITY PLAN.

Licensee shall, following consultation with the City's Police Department, submit a plan providing for the security of all those who attend or participate in the Event. Such Plan shall relate to equipment used during the Event Time and Preparation Time, City property (including any City barricades used in connection with the Event), and concessionaire property, and shall be submitted to the City three (3) weeks prior to the Event. Said plan shall include, at a minimum:

- A. An element that requires all hired security personnel to be approved by City, if City so requests.
- **B.** A requirement that all security personnel be in radio communication with the City's Police Department, if City so requests.
- C. City shall promptly review said Security Plan, and, to the extent that modifications are required, City shall promptly meet with Licensee to negotiate changes to said Security Plan.

- **D.** After any such meeting, City may modify said Security Plan in any manner that it deems reasonably appropriate to protect the public safety.
- E. Licensee shall, at its sole cost and expense, engage such personnel and provide such equipment as is necessary to implement said Security Plan.
- F. Licensee shall reimburse City the sum of Thirty Thousand Dollars (\$30,000) to help cover some of the costs and expenses incurred in providing police services and other City services related to the Event. In the event that Tweedy Mile Street Fair Festival expenses exceed revenue, the City will provide an additional subsidy for the exact loss up to \$10,000.

#### 8.0 CHARGES TO THE PUBLIC.

Licensee shall not impose any admission charge upon any member of the public entering the Event Area, or any charge for parking or for entertainment. Charges to be imposed upon members of the public for carnival rides and for exhibits shall be established by Licensee.

#### 9.0 FAIR EMPLOYEE HOUSING.

All Event employees shall be housed outside of the City's boundaries during the Total Event Time and Preparation Time.

#### 10.0 REIMBURSEMENT TO THE CITY.

Within sixty (60) days after the conclusion of the Event, Licensee shall deliver to City an accounting of all proceeds derived from the Event, and shall, at that time, pay to City, by check, the amount of \$30,000 for reimbursement of expenses incurred in providing police services and other City services related to the Event. In the event that Tweedy Mile Street Fair Festival expenses exceed revenue, the City will provide and additional subsidy for the exact loss up to \$10,000.

#### 11.0 AUDIT RIGHTS.

The City shall have the right to examine and inspect all books, records, unsold tickets, and any other pertinent financial documentation related to the conduct of the Event prepared by or in the possession of Licensee, or any of its employees or subcontractors.

#### 12.0 DUTIES OF LICENSEE.

#### A. Merchant Deliveries.

Licensee shall notify, in writing, all persons whose business property is adjacent to the Event Area that the Event is scheduled to occur, and the dates and times of the Event. Licensee shall, in the same notice, encourage such persons to schedule deliveries and pick-up of merchandise at times other than during Total Event Time.

Contract No.

#### B. Notification to Churches.

Licensee shall notify in advance, in writing, all churches located on Tweedy Boulevard of the dates and times of the Event, and of the street closure required to conduct the Event, thirty (30) days prior to the Event.

#### C. Proximate Residents.

Licensee shall notify in writing all residents within three (3) block area north and south of the Event Area of the occurrence of the Event, the dates and times of the Event, and of the street closure required by the Event, thirty (30) days prior to the Event.

#### D. Utilities.

Licensee shall provide, at its sole cost and expense, a source of electricity and water for each of the concessionaires requiring same.

#### E. Fair Concept.

Licensee shall prepare for the Event during Set-Up Time, and shall use the Event Area during the Total Event Time in the manner, as herein specified. Licensee shall promptly remove all Event equipment and during Break Down Time, return the Event Area, and its environs, to the condition it was in prior to the Event.

#### F. Entertainment.

Licensee shall, at its sole cost and expense, provide daily family-type entertainment acts, such as dancing, music or other similar entertainment. All entertainment proposed by Licensee shall be reviewed and approved by City in advance at least 14 days before the Event. City has right to refuse and deny any participant or entertainment act from performing at the Event.

#### G. Smoking Designated Areas.

Licensee shall provide smoking designated areas and identify the locations with signage.

#### H. Parking.

1. Employee Personal Vehicles.

Licensee shall cause Event employees to park those vehicles, not required for use in connection with the Event, in such areas as City shall designate at or prior to commencement of Total Event Time. No on street parking shall be permitted.

#### 2. Public Vehicles.

City shall encourage members of the public attending the Event to park personal vehicles in such public or private parking lots as may be designated at or prior to Total Event Time. Should City determine it necessary, City will permit the use of parking lots surrounding South Gate Park to be used for public parking.

#### 13.0 COMPENSATION TO LICENSEE.

Except as provided herein Licensee will receive no compensation from the City for operation of the Event or other services provided by Licensee under this Agreement unless agreed to in advance by the Director in writing.

- A. Licensee may charge vendors a reasonable entry fee to participate in the Event or any related activities.
- **B.** Licensee may not charge parking fees associated with the Event.
- C. Licensee may charge vendors either a flat fee or a percentage of their gross sales, for their participation as a vendor in the Event. Licensee is solely responsible for the collection and accounting of any fees it may charge.
- D. Licensee may sell advertising, solicit sponsors and include affiliate organizations and businesses in order to secure financial support for the Event. City shall have final approval of all sponsors or advertisers who will be associated with or advertise at the event beyond Licensee, which approval shall not be unreasonably withheld. Licensee may not make any commitment or agreement which would exceed its rights under this agreement.

#### 14.0 SPECIAL TERMS AND CONDITIONS.

- A. Event Management It is agreed that the Licensee will require the assistance of a professional carnival and entertainment management firm to provide carnival and entertainment management services including advertising, activity/food booths, entertainment and other related services. It is also agreed that these services may be provided by a non-profit or for-profit business or corporation at a reasonable fee. As a Co-Sponsor of the Event, the City reserves the right to have any contract for Carnival or Entertainment Management Services to be reviewed by the Director along with any fees charged as part of that agreement. The City reserves the right to refuse any event management firm or specific agreement at its sole discretion.
- B. Carnival Rides, equipment, supplies, and vehicles may not be stored at City Park facilities before, during or after Licensee's license period without express written consent from the Director of Parks & Recreation. In the event that the Carnival Ride Management Firm wishes to store or park equipment, rides or vehicles at City Park facilities, before, during or after the Event, the Carnival Ride Management Firm must secure a parking permit from the Department of Parks & Recreation directly and pay a parking fee not to exceed \$500 per day. Licensee will not be allowed to secure such permit on behalf of the contractor. Carnival vehicles, rides or equipment parked or stored at City Park facilities without a permit will be subject to fines and impound.
- C. Carnival Ride Overnight Parking —Carnival Ride Management Firm must make appropriate storage arrangements for all equipment, vehicles and rides which must be parked or stored for any period of time prior to Set-Upor after cleanup. In no

- case may carnival rides or equipment arrive in the City prior to 8:00am on Tuesday and must be removed from the City by 8:00 am the following Tuesday.
- D. Show Mobile Set-up In the event that Licensee wishes to utilize the City's Show Mobile as an auxiliary stage during the Event, Licensee must notify the City's Director of Parks & Recreation at least thirty (30) days prior to the Event. Licensee will provide the City with a diagram indicating the location where the Show Mobile is to be set up. Licensee will arrange to have the Show Mobile delivered, Set-Up and removed during normal City working hours. The City will waive all normal rental fees for the use of the Show Mobile and normal setup. Any extraordinary costs including overtime or special equipment will be reimbursed by Licensee.
- E. Street Fair Festival Management and Notification to Residents and Businesses Licensee shall work closely with the City to ensure a minimum of inconvenience to impacted residents and businesses along the Event Area. Notices shall be delivered thirty (30) days before the Event by Licensee at Licensee's expense as required by City.
- **F.** Assignments and Subletting Licensee shall not assign or otherwise transfer all or any part of Licensee's rights in this Agreement without prior written approval from the City.
- G. Family Event Licensee has sole determination and responsibility of the acts, performers, schedule, vendors, and activities which together represent the nature and character of the Event. Licensee understands that this event and the facilities remain subject to all City Ordinances, Rules and Regulations and that the nature of the event shall be promoted and presented as a "Family Event" and that all events and activities shall be conducted at a level of decorum and behavior appropriate for all ages.
- H. Modifications Licensee may not make any modifications to existing facilities without express written consent from City. Any modifications so approved will be at the sole expense of Licensee and Licensee shall be responsible for all costs to restore Route to its original condition at the conclusion of the Event unless this condition is expressly waived by the City in writing.
- I. Advertising Licensee and City shall cooperate in developing a promotional plan for the Event. Licensee is solely responsible for all advertising costs associated with the Event. The City may, at its sole discretion, assist in advertising the Event through its own means and at its own cost. In doing so, City shall comply with all logos, slogans and other advertising standards provided by Licensee. Through this Agreement, Licensee is given express permission to use the City logo and/or the phrase "City of South Gate", in any of its advertising or promotions. All advertising materials shall be approved by City prior to its use or release to the public.
- J. Licensee shall notify all local governmental agencies having jurisdictional responsibility over the Event and cooperate with them in regards to their requirements for protection of the public, such as the Fire Department.

- K. Sanitation Licensee shall provide a sufficient number of portable toilets, including ADA compliant toilets, and trash receptacles to handle the needs of the attending public. Toilets shall be cleaned on a frequent basis. Trash cans shall be emptied with enough frequency to prevent overflow or the attracting of insects or other pests. Trash, litter and other debris not in trash cans will be picked up and removed from the Route throughout the event and with enough frequency to ensure a safe, healthy and inviting event location. Trash may be placed in dumpsters provided by the City at the City's expense.
- L. Food spoils- Vendors who will be preparing food to be sold during the Event may not use City trash cans or dumpsters for food spoils or preparation waste. Such waste must be disposed of off-site.
- M. City shall provide staff to patrol and monitor the Event which occupies City streets. The extent of these services shall be at the sole discretion of the City and shall be at the City's expense.
- N. Licensee shall retain the right to revoke admission to the Event grounds of any person suspected to be in possession of any alcoholic beverages, illegal drugs, weapons, animals, or acting in a manner that may cause alarm to the general public.
- O. Damage In the event that any property damage is sustained as a result of the Event, Licensee agrees to repair the damage at Licensee's expense.
- P. Pollution Discharge Licensee shall be responsible for ensuring that Event and all associated activities are operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES).
- Q. Title to Abandoned Property Other Than Trash All property, including personal property, fixtures and utility installations within the Route, shall, unless removed by Licensee at the conclusion of the Event, be deemed to be abandoned, and shall become property of the City.
- R. Utilities Unless specifically agreed to in writing, Licensee shall be responsible for all utilities except as provided by the City as part of its co-sponsorship.
- S. Firearms Firearms and explosives are expressly forbidden. Any employee, vendor, contractor or security personnel who will have a firearm while on the Route must receive special permission from the Chief of Police to do so. Any pyrotechnics or other event oriented explosive devices must be approved ahead of time by City and by Los Angeles County Fire Department.

#### 15.0 INDEMNIFICATION AND INSURANCE.

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

State of California.

- B. Licensee shall indemnify City, its elected officials, officers, employees and representatives, and shall hold City harmless, and shall defend City upon request and tender of defense, against any and all liability and loss, including but not limited to reasonable attorney's fees, which City may incur because of injury to any person or damage to or destruction of any property caused by Licensee, its agents, employees, manager, owners, members, vendors, customers, or invitees.
- C. Not less than thirty (30) days prior to the start of each Event, Licensee shall submit to the City certificates indicating the Permittee has obtained from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:
  - 1. General liability insurance coverage in an amount not less than \$5,000,000 for carnival rides and attractions; and \$1,000,000 for entertainment/fair management.
  - 2. Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.
  - 3. Automobile coverage shall have a combined single limit of not less than \$1,000,000, for injuries arising out of one occurrence, and \$500,000 for property damages. The automobile and comprehensive general liability policies may be combined in a single policy.
  - 4. Comprehensive General Liability insurance as follows:
    - (a) An endorsement extending coverage to the City, its officers, agents and employees as an additional insured, in the same manner as the named insured, as respects liability arising out of activities related to this agreement.
    - (b) A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
    - (c) A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.
    - (d) A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of this Agreement.
    - (e) If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least \$500,000 per occurrence for liability or claims related to molestation.
  - 5. As a condition precedent to this Agreement, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of

insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of this agreement.

- 6. The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under this Agreement.
- 7. Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used in the event of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.
- 8. All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
- 9. The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.
  - (a) Cover all operations and activities of the Permittee pursuant to the terms of this Agreement. AN ACTUAL COPY OF THE BLANKET ADDITIONAL INSURED POLICY LANGUAGE OR ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF LIABILITY INSURANCE.

#### 16.0 COMPLIANCE WITH LAWS AND PARK RULES.

Licensee and all its vendors shall comply with all applicable laws, ordinances, rules and regulations of all governmental agencies, including, without limitation, all City and Park rules and regulations.

#### 17.0 NON-DISCRIMINATION.

The Licensee shall not discriminate as to age, race, creed, gender, gender identity (including gender expression), color, national origin or sexual orientation, marital status, family parental status, disability, religion, veteran/military status, in the event of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

#### 18.0 CITY'S OBLIGATIONS.

Except for the obligations of City specifically set forth in this Agreement, it is intended by the Parties hereto that City shall have no obligation, in any manner whatsoever, to repair and maintain neither the Route, nor any structural improvements located thereon, nor any equipment now or hereafter located therein.

#### A. Condition of Premises.

Licensee shall accept the Event Area in its condition existing as of the date of the Event immediately preceding occupancy by Licensee or its vendor, customers, employees or agents. Licensee acknowledges that neither City, nor any representative of the City, has made any representation or warranty as to the present of future suitability of the Event Area for the conduct of Licensee's business. Furthermore, City makes no representations as to whether hazardous materials or toxic waste may be located on or near the subject premises.

#### B. Notification of unsafe conditions.

In the event that the Licensee believes that an unsafe condition exists as a result of its inspection of the Event Area prior to any scheduled Event, it is the responsibility of the Licensee to notify the Director of Community Development of such conditions immediately and ensure that Licensee activities, employees, vendors and members of the public are prevented from entering any area which may be deemed hazardous or unsafe by the Licensee until such conditions may be appropriately corrected.

#### C. Security Measures.

Licensee acknowledges that nothing in this Agreement obligates the City to provide guard service or other security measures, and that City shall have no obligation whatsoever to provide same. Licensee assumes all responsibility for the protection of Event, its vendors, agents and invitees, from acts of third parties.

#### D. Restrictions on Vehicular Traffic.

City shall take such measures as may be required to restrict all vehicular traffic during the Total Event Time from the Event Area, and to restrict all vehicular traffic during Preparation Time on Tweedy Boulevard in the Event Area, in accordance with a Traffic Control plan to be prepared and approved by City; provided, however, that such plan shall not restrict access by any emergency vehicles, the operators of which determine that access to, from or thought the Event Area during Total Event Time or Preparation Time is necessary for an emergency response.

#### E. Waiver of License Fees and Certain Inspection Fees.

City hereby waives all business license fees and special permit fees normally required of individual Concessionaires for the Event itself. City shall provide to Licensee, without charge, such inspection services as the Building & Safety Division may require of fairs or carnivals. Licensee shall arrange for all other inspections which are legally required, including, if necessary, health inspections and County Fire Department inspections.

The Department of Public Works allows temporary water use from its system hydrants. An application to obtain a permit to utilize the hydrant is available at City

Hall in the Engineering Division. The fee to use the fire hydrants is \$975 dollars and it requires a \$1,000 dollar deposit (per meter) that will be refunded once City receives the meter back. The backflow device fee will be waived contingent of the backflow devices being returned. If the devices are stolen or damaged, the City will deduct the cost from the deposit.

#### 19.0 RELATIONSHIP OF THE PARTIES.

Licensee shall at all times act as an independent contractor to the City under this Agreement. Nothing in this Agreement shall be constructed as creating a partnership, joint venture, or agent relationship, it being understood that each of the parties hereto is responsible for its own separate debts and obligations. The Licensee shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Licensee, or any of the Licensee's employees or sub-contractors, except as herein set forth, and the Licensee expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants, employees or sub-contractors are in any manner employees of the City, it being distinctly understood that the Licensee is and shall at all times remain to the City a wholly independent contractor and the Licensee obligations to the City are solely such as are prescribed by this Agreement.

#### 20.0 NOTICE TO PARTIES.

Any notice required or permitted under this Agreement to be given by either Party may be given by depositing in the United States mail, postage prepaid, first class, a notice addressed as follows:

**To City:** City of South Gate

8650 California Avenue South Gate, CA 90280

Attn: Joe Perez

Director of Community Development (323) <u>563-9566/jperez@sogate.org</u>

With Courtesy Copy to: City Clerk's Office

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

Email: cavalos@sogate.org

To Licensee: Tweedy Mile Association

3472 Tweedy Boulevard South Gate, CA 90280 Evan Greenspan, President

(213) 446-5946

stylinghq@gmail.com

#### 21.0 GENERAL PROVISIONS.

#### A. Legal Construction.

- 1. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principals.
- 2. This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. This Agreement shall be construed as though each of the Parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
- 3. The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.
- 4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

#### B. Waiver: Remedies Cumulative.

Failure by a Party to insist upon the event of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### C. Mitigation of Damages.

In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

#### D. Partial Invalidity.

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

#### E. Attorneys' Fees.

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

#### F. Entire Agreement.

This Agreement constitutes the whole agreement between the City and the Licensee, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Licensee.

#### G. Severability.

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

[Remainder of page left blank intentionally.]

#### Contract No.

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

	CITY OF SOUTH GATE:
	By:
	Dated:
ATTEST:	
By: Carmen Avalos, City Clerk	
(SEAL)	
APPROVED AS TO FORM:	
By: Raul F. Salinas, City Attorney	
	TWEEDY MILE ASSOCIATION:
	By: Evan Greenspan, President
	Dated:

Item No. 15

RECEIVED

NOV 6 - 2019

## City of South Gate

OFFICE OF THE CITY MANAGER GENDA BILL

For the Regular Meeting of: <u>November 12, 2019</u> Originating Department: <u>Parks & Recreation</u>

Department Director:

Paul L. Adams

City Manager:

Michael Flad

SUBJECT: PURCHASE OF THREE BUSES FOR THE GATE FIXED ROUTE PROGRAM

**PURPOSE:** To approve the purchase of three Starcraft Class E buses for the GATE Fixed Route Program.

#### **RECOMMENDED ACTIONS:**

- a. Approve a Purchase Order with Creative Bus Sales for the purchase of three Starcraft Class E buses for the GATE Fixed Route Program in the amount of \$447,555.84, through the Cal Act purchasing program, to replace buses that have reached and exceeded their useful life span;
- b. Authorize the City's Purchasing Division to issue a Purchase Order for this purchase in accordance with the City's purchasing ordinance and policies; and
- c. Authorize the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase.

FISCAL IMPACT: Funds, in the amount of \$500,000, were included in the Fiscal Year 2019/20 budget for this purchase in account number 221-480-33-9003 (Prop A Fund – Auto/Rolling Stock).

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

**ANALYSIS:** Two of our current fleet of buses were originally purchased in 2007 and have exceeded their life expectancy and need to be replaced in order to meet FTA requirements and standards. The third bus that is requested will be used by our contractor as a backup bus and "tripper" to be used during the peak ridership times and during scheduled maintenance.

**BACKGROUND:** The transit system started in 2008 with two buses and a single route through the west side of the City. In 2011, the Parks & Recreation Department added a second route covering the east side of the City with a major transfer point at South Gate Park. At its peak, the system transported around 25,000 residents a month to different areas of the City.

The City currently owns five buses, which it leases to the operator. Two buses are in need of immediate replacement. Staff has applied for several grants but has been unsuccessful in securing funding for the bus replacements. At this point, considering the need for two new buses, staff is recommending that the two new buses be purchased using Proposition A Transportation funds. There is an excess of funds from

prior years which can be used for this purchase without having a negative impact on normal operations. A total of \$500,000 was budgeted this year in the Proposition A account for this purpose.

Staff based the original budget on buses which were converted to Compressed Natural Gas (CNG) fuel. This would match our existing buses and the requirements of the prior grant programs which were applied for. In researching the purchase through Proposition A, staff has found that CNG is no longer a preferred fuel and that normal gasoline powered buses are more reliable, less expensive to purchase and cheaper to maintain. Based upon the purchase price of non-CNG converted buses, staff is recommending that the excess funds be used to purchase a third bus which will be used as a "spare" when the other buses must be kept out of service for regular maintenance or for repair. The purchase of the new buses will continue services of the east side and west side GATE Fixed Route system.

**ATTACHMENT:** Cal ACT quote from Creative Bus Sales

1 OF 2

# Creative Bus Sales

## Creative Bus Sales The Nation's Largest Bus Dealer (888) 633-8380



800 326 2877

13501 Benson Avenue : Chino, CA 91710





CalACT RFP #15-03 - Class E - Quote Sheet (Rev 2019)

Webiele Tone	Charle Charles (All and Carl			
venicle lype:	cidos E - Starctant Bus - (Austar AL)	Ford GPC #:		
Contact:	Steve Costley	Type of Lift:	J Braun Ricon	
Agency:	City of South Gate / Parks & Rec	Lift Location:	☐ Front ☑ Rear	
Address:	8650 California Ave.	Seat Material D-90:	□ Viny	
City, State, Zip:	South Gate, CA 90280	Driver Seat:	Black Transit Fabric	
Phone:	(323) 563-5494	Passenger Seats:	Repel #189 Blue Fabric	oric
<b>Fax:</b>		Graphics:	See Attached	
E-Mail:	scostley@sogate.org	Salesperson:	Don White	ite
Quantity:	Description	Price	Ext. Price	ADA
1	Class E - (Starcraft) - (F550) - 27.5'	\$93,017.23	\$93,017.23	\$9,800.00
	Published Options	¥		
1	AM/FM/CD - (Per Spec)	\$485.87	\$485.87	
1	Braun NCL 1000 - (1,000lb Capacity Lift)	\$1,074.30	\$1,074.30	\$1,074.30
1	Ford Gaseous Fuel Prep Package	\$537.69	\$537.69	
2	Freedman Flip Seat - (Double)	\$691.01	\$1,382.02	\$1,382.02
1	Freedman Foldaway Seat - (Double)	\$1,133.69	\$1,133.69	\$1,133.69
1	Hanover Electronic Signs - (Front / Side)	\$4,750.68	\$4,750.68	\$4,750.68
1	Locking Fuel Door	\$161.96	\$161.96	
1	REI PA System - (4 Interior / 1 Exterior Speaker)	\$561.44	\$561.44	
1	Roof Vent - (Transpec 1070)	\$534.45	\$534.45	
1	Spare Tire - (Loose, Full Size, To Match OEM Chassis)	\$0.00	\$0.00	
1	"Stop Request" System - (w/ADA Buttons on Seat & WC/Sign/Chime)	\$1,619.55	\$1,619.55	\$1,619.55
F	Telma Driveline Brake Retarder	\$9,771.29	\$9,771.29	
	Non-Published Options			
1	A/C - Trans/Air TA77R90 Super - 90,000 BTU's - (Roof Mount Condenser)	\$4,215.00	\$4,215.00	

1	Handrail - Entry Door Leaf Mounted Grab Rails - (Powder Coated Yellow)	\$200.00	\$200.00	\$200.00
1	Lift - Pad Cover (Full Cover - Braun)	\$350.00	\$350.00	\$350.00
τ	Mor/Ryde Suspension System	\$1,144.48	\$1,144.48	
1	Two-Way Radio - (Estimate)	\$899.00	\$899.00	
1	Graphics - (Estimote)	\$1,950.00	\$1,950.00	
1	Paint - Rims White	\$0.00	\$0.00	
ı	Paint - Full Body - (K9359 Blue - Dupont Block Buster Blue)	\$3,710.00	\$3,710.00	
1	ZenduCam Surveillance System	\$7,650.00	\$7,650.00	
		Class E - Base Price	\$93,017.23	
		Published Options	\$22,012.94	
		Non-Published Options	\$20,118.48	
		Total	\$135,148.65	\$20,310.24
		Doc Prep Fee	\$85.00	
	SU	Non-Taxable	\$20,310.24	
	The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis	Taxable Amount	\$115,923.41	
	South Gate*	Tax Total	\$11,882.15	10.250%
		Sub-Total	\$147,115.80	
		CalACT Fee	\$2,027.23	
		DMV E-File Fee:	\$30.00	
		DMV Fee	\$0.00	(Estimated)
		Tire Fee	\$12.25	
		Local Delivery	\$0.00	0
		Total	\$149,185.28	Insert Miles
		Number of Units	1	
		Final Total	\$149,185.28	
	Local Delivery Up To 100 Miles at No Charge			

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## Item No. 16

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			WARRANT REG	ISTER FOR C	OUNCIL N	REGISTER FOR COUNCIL MEETING 11/岩色とにVED	Q	PARTI
apChkLst 11/05/2019	5:21:46PM	6PM		Final C City of	Final Check List City of South Gate	NOV 6 - 2019		Page: 1
Bank	: botw BAN	Bank: botw BANK OF THE WEST	EST			CITY OF SOUTH G/ OFFICE OF THE CITY M	TE	
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85419	85419 10/22/2019 00004437	00004437	PETTY CASH-POLICE NARC	10/22/2019	10/22/2019	CI PAYMENT	5,000.00	5,000.00
85420	10/23/2019	00004865	SO CALIF EDISON	10/23/2019	10/23/2019	BILLING PRD - SEP/OCT, 2019 &	107,285.46	107,285.46
85421	10/30/2019	00000028	WATER REPLENISHMENT DIS	4590 - AUG	10/30/2019	AUG 2019 - ALPHA# 4590 GROUND	301,238.15	301,238.15
85427	Voucner. 11/12/2019	00004166	4 SERVICE INC.	191176	11/1/2019	NOV 2019- OFFSITE DATA STOR	2,230.00	
	Voucher:	,		190972 191062	10/1/2019	SEP 2019- OFFSITE DATA STOR	2,230.00	6,690.00
85428	85428 11/12/2019 00001467 Voucher:	00001467	ADMINISTRATIVE SERV. CO-OP	6374	9/30/2019	SEP 2019 - SERVICES FOR DIAL	70,002.66	70,002.66
85429	11/12/2019 Voucher:	00003971	ADMINSURE INC.	12394	10/15/2019	NOV 2019 - WORK COMP CLAIM	9,224.00	9,224.00
85430	11/12/2019 Voucher:	0009256	AECOM TECHNICAL SERVICES, I	ICES, 12000268722	9/25/2019	GATEWAY DISTRICT SPECIFIC P	577.50	577.50
85431	11/12/2019 Voucher:	00004372	AIRGAS USA, LLC	9093006328 9092621074 9093394074 9093772384	9/12/2019 9/4/2019 9/24/2019 10/4/2019	CARBON DIOXIDE FOR POOL CARBON DIOXIDE FOR POOL CARBON DIOXIDE INVENTORY PO/ SAFETY SUPPL	112.52 102.26 207.03 2.211.24	2,633.05
85432	85432 11/12/2019 0007802 Voucher:	0007802	AIS SPECIALTY PRODUCTS, INC	: PSI298916 PSI290661 PSI308357 PSI307839	7/19/2019 5/23/2019 9/20/2019 9/16/2019	CHEMICALS FOR SEWER DIV CHEMICALS FOR ST DIV GRAFFITI SPRAY CANS SUPPLIES FOR ST DIV	906.78 1,826.85 948.34 789.98	4,471.95
85433	85433 11/12/2019 0011325 Voucher:	0011325	ALAN'S LAWN & GARDEN CENTE	CENTE 905268	10/9/2019	EQUIPMENT PARTS - GROUNDS	510.27	510.27
85434	85434 11/12/2019 Voucher:	0012330	ALCANTAR, SANTIAGO	Ref000259138	10/23/2019	UB REFUND CST #00059259 407	11.50	11.50
85435		00002376	ALL AMERICAN ASPHALT	186851	10/15/2019	CONSTRUCTION WITHIN THE CI	237,925.12	237,925.12
85436		00000185	ALL CITY MANAGEMENT SERVIC	ERVIC 63589	9/25/2019	SCHOOL CROSSING GUARD SR'	21,142.20	21,142.20
85437	11/12/2019 Voucher:	0012310	ALVAREZ, CARLOS	Ref000259118	10/1/2019	UB REFUND CST #00032750 100:	15.43	15.43
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Bank	Bank: botw BANK OF THE WEST	K OF THE WE	EST (Continued)					
Check#	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85438		0012344	AMARAL, MARIA	Ref000259152	10/30/2019	UB REFUND CST #00060843 930	104.99	104.99
85439	Voucher: 11/12/2019	00000018	AMERICAN RENTAL INC.	441676	8/15/2019	SCISSOR LIFT RENTAL	323.65	323.65
85440	Voucner: 11/12/2019	00000103	AREA E DISASTER MANAGEMEN 2020-23	V.2020-23	8/15/2019	2019-2020 - DISASTER MGMT. AF	9,958.00	9,958.00
85441	Voucner. 11/12/2019 Vouchor	0012327	ARIAS, HERIBERTO	Ref000259135	10/10/2019	UB REFUND CST #00059333 103	204.28	204.28
85442	_	00003529	АТ&Т	248-134-3274-10/* 10/7/2019	10/7/2019	BILLING PRD- 10/07/19 - 11/06/19	9.34	9.34
85443		00004313	АТ&Т	9157970504	10/5/2019	BILLING PRD 09/05/19-10/04/19 IN	3,758.62	3,758.62
85444	85444 11/12/2019	00005075	АТ&Т	13666022	9/27/2019	BILLING PRD- 08/27/19-09/26/19 F	634.26	
	Voucher:			13758342 13622371	10/13/2019 9/13/2019	BAN: 9391034/65 - BP - 09/13/19- BAN: 9391034765 - BP - 08/13/19-	1,519.95 1,521.40	
				13551038	9/1/2019	BAN: 9391034759- BP-08/01/19-08	40.75	
				13622370	9/13/2019	BAN: 9391034763- BP-08/13/19-09	2,253.15	
				13622373	9/13/2019	BAN: 9391034760- BP- 08/13/19-0	36.51	
				136223/4	9/13/2019	BAN: 9391034766- BP-08/13/19-08 BAN: 9391034764- BP-08/13/19-08	107.04 2.655.05	
				13622376	9/13/2019	BAN: 9391034761- BP-8/13/19-09/	83.23	
				13622372	9/13/2019	BAN: 9391034762- BP-08/13/19-09	3,753.10	
				13694774	10/1/2019	BAN: 9391034759- BP-09/01/19-09	40.79	
				13758344	10/13/2019	BAN: 9391034760- BP- 09/13/19-1	36.51	
				13758343	10/13/2019	BAN: 9391034762- BP-09/13/19-1(	2.575.19	
				13758340	10/13/2019	BAN: 9391034764- BP-09/13/19-1(	2,655.90	
				13758341	10/13/2019	BAN: 9391034763- BP-09/13/19-1(	2,336.49	
				13758347	10/13/2019	BAN: 9391034761- BP-09/13/19-10	83.23	20,439.64
85445	11/12/2019 00003692	00003692	AT&T MOBILITY	875963643X10162	10/8/2019	BILLING PRD- 9/9/19-10/8/19 (PD)	2,207.53	2,207.53
85446	Voucner. 11/12/2019	00004126	A-THRONE CO INC.	0000601600	9/27/2019	SLTS PORTABLE RESTROOM RE	190.37	190.37
85447	Voucher: 11/12/2019 0009040 Voucher:	0009040	ATLAS BACKFLOW	20607 20608	9/23/2019 9/27/2019	BACKFLOW TESTING LABOR TO INSTALL 3/4 CERTIDY	1,303.05	3,041.05

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Bank	: botw BAN	Bank: botw BANK OF THE WEST	EST (Continued)	1)				
Check#	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85448	85448 11/12/2019 0012322	0012322	AUTOLINK	Ref000259130	10/10/2019	UB REFUND CST #00063011 436	136.05	136.05
85449	9	0010585	AUTOZONE STORES, INC.	5488799251 548879301 5488822041 5488822040	10/2/2019 10/2/2019	AXLE ASSEMBLY FOR UNIT 902 BRAKE PADS FOR UNIT 136 CREDIT FOR RETURNED PART CREDIT FOR RETURN PART, INV	69.45 42.99 -18.73 -18.73	74.98
85450	85450 11/12/2019 0011336 Voucher	0011336	AVANT-GARDE INC.	5662 5718	8/1/2019	2ND YEAR OF CONTRACT - CDB 2ND YEAR OF CONTRACT - CDB	7,970.00 6,496.25	14,466.25
85451	19	0011669	BDO USA LLP	001201448	9/27/2019	ACCOUNTING AND CONSULTING	2,767.50	2,767.50
85452	11/12/2019 Voucher:	0010615	BEARCOM	4901917 4901921 4884699 4901912 4901904	10/1/2019 10/1/2019 9/3/2019 10/1/2019	BEARCOM-ANNUAL SERVICES F BEARCOM-ANNUAL SERVICES F BEARCOM-ANNUAL SERVICES F BEARCOM-ANNUAL SERVICES F	2,270.06 175.52 175.52 318.81 323.48	3,263.39
85453	85453 11/12/2019 0009876 Voucher:	9286000	BIGGS CARDOSA	0009876	10/14/2019	CONSTRUCTION MANAGEMENT	71,013.45	71,013.45
85454	11/12/2019 Voucher:	0008396	BLUE DIAMOND MATERIALS	1619838 1619931 1622913 1632549 1622835 1620033 1632629	8/26/2019 8/27/2019 9/4/2019 9/9/2019 8/28/2019 9/10/2019 9/13/2019	DUMP FEES FOR ST DIV DUMP FEES FOR ST DIV DUMP FEES FOR ST DIV PURCHASE DUMP FEES FOR ST DUMP FEES FOR ST DIV ASPHALT AND DUMP FEES FOR	100.00 200.00 300.00 100.00 100.00 100.00	1,127.18
85455	85455 11/12/2019 0012324 Voucher:	0012324	BMS ASSOCIATES RE	Ref000259132	10/10/2019	UB REFUND CST #00061987 897(	156.11	156.11
85456	85456 11/12/2019 Voucher:	0012189	BNJ IRON WORKS, INC.	206	9/30/2019	EMERGENCY REPAIR-CORP YAF	7,316.19	7,316.19
85457	11/12/2019	000000651	BSN SPORTS, LLC	906280357	9/24/2019	YOUTH SPORTS SUPPLIES	929.05	929.05
85458	85458 11/12/2019	0012328	BULLARD, ALLAN	Ref000259136	10/10/2019	UB REFUND CST #00059355 900:	390.81	390.81
85459	voucner. 85459 11/12/2019 0011576 Voucher:	0011576	CAL MICROTURBINE, INC.	2663	9/1/2019	7/1/19-6/30/20 - CAL MICROTURB	14,450.00	14,450.00

Final Check List	City of South Gate
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Bank: bo	otw BAN	Bank: botw BANK OF THE WEST	EST (Continued)				
Check#	Date	Vendor		Invoice Inv Date	Description	Amount Paid	Check Total
ا م	11/12/2019 Voucher:	0006239	CENTRAL FORD		ENGINE MOUNT AND BRACKETS ENGINE MOUNT BRACKET FOR ENGINE MOUNT AND BRACKET   TRAILER ELECTRICAL CONNECT EGR VALVE AND GASKET FOR U MIRROR GLASS FOR UNIT 155	300.12 32.90 213.25 38.81 107.97 74.24	
85461 11/12/2019 0012342	12/2019	0012342	CERVANTES, IMELDA	343633 10/2/2019 Ref000259150 10/30/2019	UB REFUND CST #00062873 1020	30.32	30.32
Vouc 85462 11/1 Vouc	Voucher: 11/12/2019 Voucher:	0011708	CLIENTFIRST TECHNOLOGY	10652 9/30/2019	9/30/19 - IT MASTER PLANNING	361.00	361.00
85463 11/1	11/12/2019	00003711	CMR: CASTILLO, MARIA DE LOUI	DE LOUFNOV 2018 - FEB 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	125.00	125.00
Vouc 85464 11/1	Voucner: 11/12/2019	00003905	CMR: ESQUIVEL, CANDICE T	NOV 2018 - JAN 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	100.00	100.00
85465 11/1	11/12/2019	00003712	CMR: ESQUIVEL, CYNTHIA	NOV 2018 - FEB 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	125.00	125.00
Voucher: 85466 11/12/2019	Voucher: 11/12/2019	0012292	CMR: HERNANDEZ, LEA PATRICI	PATRICI/NOV 2018 - JAN 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	75.00	75.00
Vouc 85467 11/1	Voucher: 11/12/2019	0010997	CMR: INZUNZA, FABIOLA	JAN 2019 - FEB 21 9/11/2019	CITIZEN ADVISORY COMMITTEE	100.00	100.00
Vouc 85468 11/1	Voucher: 11/12/2019	0011514	CMR: JANER, SUSAN F.	JAN 2019 - FEB 2( 9/11/2019	CITIZEN ADVISORY COMMITTEE	100.00	100.00
Vouc 85469 11/1	Voucher: 11/12/2019	Voucher: 11/12/2019 0011520	CMR: JARQUIN, JULIANO A.	NOV 2018 - FEB 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	125.00	125.00
voucner: 85470 11/12/2019 00003903	Voucner: 11/12/2019	00003903	CMR: JOHNSON, VIRGINIA SUE	NOV 2018 - FEB 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	125.00	125.00
Voucher: 85471 11/12/2019 0010134	Voucher: 11/12/2019	0010134	CMR: LABORIN, JOVANNA	NOV 2018 - FEB 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	100.00	100.00
Vouc 85472 11/1	Voucher: 11/12/2019	0010994	CMR: MANUEL, JAMES	NOV 2018 - JAN 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	100.00	100.00
Vouc 85473 11/1	Voucher: 11/12/2019	1000000	CMR: MARTINEZ, ANGELICA	NOV 2018 - FEB 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	125.00	125.00
Voucher: 85474 11/12/2019 Voucher:		0010995	CMR: MONTES, MICHELLE	NOV 2018 - JAN 2 9/11/2019	CITIZEN ADVISORY COMMITTEE	50.00	50.00

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11/05/2019	5:21:46PM	PM 9		City of	City of South Gate			
Bank	: botw BAN	Bank: botw BANK OF THE WEST	EST (Continued)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85475	11/12/2019	0011518	CMR: MORALES, MIGUEL	JAN 2019 - FEB 2( 9/11/2019	9/11/2019	CITIZEN ADVISORY COMMITTEE	75.00	75.00
85476	Voucher: 11/12/2019		CMR: NUNEZ, BENIGNO	JAN 2019 - FEB 2( 9/11/2019	N 9/11/2019	CITIZEN ADVISORY COMMITTEE	20.00	50.00
			CMR: ROMERO, MARITZA	NOV 2018 - FEB 2 9/11/2019	2 9/11/2019	CITIZEN ADVISORY COMMITTEE	125.00	125.00
_	Voucher: 11/12/2019		CMR: ZEPEDA, ANTHONY	NOV 2018 - FEB 2 9/11/2019	2 9/11/2019	CITIZEN ADVISORY COMMITTEE	50.00	90.00
85479	Voucher:	00000311	COASTI INF FOLIPMENT	630470	10/8/2019	WINDOW LATCHES AND SEAT BO	179.23	179.23
				Dof000350133	40/10/2018	IIB REELIND CST #00057476 935(	183 12	183 12
00+60	Voucher			20100200101				
85481	85481 11/12/2019	0011922	CONCENTRA MEDICAL CENTER56543393	156543393	9/18/2019	9/14/19-9/17/19 - BLOOD DRAW A	135.00	
	Voucher:			65627217	10/2/2019	10/1/19 - DOT RECERTIFICATION	275.50	
				07/15/19	10/9/2019	7/15/19 - LEVEL 3 INITIAL VISIT -	152.97	4 000
	07000	0040044		65700813 B-£000350122	10/9/2019	10/3/19-10///19 - FULL LIME PHY:	529.50	1,092.97
00407	63462 11/12/2019 0012314 Venebor	10012314	CONDENO, MANIERO	NGI000203 122	61071101		1	
85483	Voucilei.	0012312	COSIO MELISSA	Ref000259120	10/1/2019	UB REFUND CST #00062199 313.	111.95	111.95
	Voucher:							
85484	11/12/2019	00005110	COUNTY OF L.A. DEPT OF PW	RE-PW-19090901: 9/9/2019	1: 9/9/2019	TS MAINT DDG-THRU AUG 2019	503.44	503.44
	Voucher:							
85485	11/12/2019	0012331	CRUZ, JUAN A & CHACON MAR	Ref000259139	10/23/2019	UB REFUND CST #00053957 962!	16.96	16.96
-	Voucher:							
85486	11/12/2019	0008452	СХТЕС	6994949	8/21/2019	CXTEC CISCO CATALYST 3560 P	484.12	
-	Voucher:			6995219	8/22/2019	CXTEC CISCO CATALYST 3560 P	1,108.02	1,592.14
85487		0012315	DAHL, DEVON	Ref000259123	10/1/2019	UB REFUND CST #00062550 102:	158.45	158.45
-	Voucher:						9	
85488	85488 11/12/2019	00001423	DAILY JOURNAL CORPORATION	_	10/3/2019	NOTICE INVITING BIDS:0JP BVP	113.40	
-	Voucher:			B3299455	10/3/2019	NOTICE OF HEARING: 8602 LON	218.40	
				B3298010	9/26/2019	NOTICE INVITING BIDS: CITYWIL	65.00	
				B3301046	10/10/2019	RFP REQUEST FOR PROPOSAL!	247.80	644.60
85489	85489 11/12/2019 00000314	00000314	DAPEER ROSENBLIT & LITVAK LI16217	L116217	7/31/2019	JUL 2019 - (CDBG) MUNICIPAL CO	890.61	890.61
-	Voucher:							

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Bank	: botw BAN	Bank: botw BANK OF THE WEST	EST (Continued)					
Check#	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85490	85490 11/12/2019 00004105	00004105	DELL CATALOG SALES LP	10343621439	9/30/2019	JAIL SUPPLIES- LIVE SCAN TONI	727.87	727.87
85491	85491 11/12/2019	00001565	DEPT OF JUSTICE-(DOJ) CENTR	CENTR/409387	10/3/2019	SEPTEMBER 2019 - FINGERPRII	770.00	
85492	Voucher: 11/12/2019	0012265	DLT SOLUTIONS	402824 SI451292	9/5/2019 9/30/2019	AUGUST 2019 - FINGERPRINT AF DESKTOP AUTHORITY PRO REN	605.00 2,756.00	1,375.00 2,756.00
85493			DOMAR PRECISION INC	Ref000259144	10/23/2019	UB REFUND CST #00030467 525(	53.13	53.13
85494			DON MILLER & SONS PLUMBING 305428	305428	9/16/2019	FAUCET FOR SENIOR CENTER	191.63	191.63
85495	Voucher: 11/12/2019	00000175	DOOLEY ENTERPRISES, INC.	57107	10/9/2019	AMMUNITION- ON DUTY AND TR	1,535.44	
				57076	10/1/2019	AMMUNITION FOR TRAINING-SW	3,954.96	
				57093	10/4/2019	TRAINING AMMUNITION FOR PA	1,461.09	
85496	85496 11/12/2019 00004129	00004129	EMERGENCY RESPONSE CRIME	5/144 E CRIMET2019-433	9/22/2019	AMMUNITIONS CLEAN UP JAIL CELL AND POLIC	700.00	700.00
	Voucher:				:		!	1
85497		0012293	EMP: BAEZ, HUMBERTO	9/22/19 IMSA	10/16/2019	PER DIEM: IMSA TRAINING 9/22/	20.00	70.00
85498	Voucher: 11/12/2019 0012296	0012296	EMP: BROWN, DEANDRE	9/22/19 IMSA	10/16/2019	PER DIEM: IMSA TRAINING 9/22/	70.00	70.00
85499	Voucher: 11/12/2019	0012298	EMP: FRANCO, JOSE	9/22/19 IMSA	10/16/2019	PER DIEM: IMSA TRAINING 9/22/	70.00	70.00
85500			EMP. GUEVARA, DIANNE	9/15-17/19	10/16/2019	MILAGE: 274 @ \$0.58/MILE (GOL	228.92	228.92
85501	Voucher: 11/12/2019	0012294	EMP. MONTOYA, TITO	9/22/19 IMSA	10/16/2019	PER DIEM: IMSA TRAINING 9/22/	105.00	105.00
85502	Voucher: 11/12/2019	0012285	EMP: OCHOA, ORLANDO	9/22/19 IMSA	10/16/2019	PER DIEM: IMSA TRAINING 9/22/	105.00	105.00
85503	Voucher: 11/12/2019	0012101	EMP: OSTERHOUDT, LARRY	9/22/19 IMSA	10/16/2019	PER DIEM & REIMB: IMSA TRAIN	121.16	121.16
85504	Voucher: 11/12/2019	0012297	EMP: PADILLA, EDDIE	9/22/19 IMSA	10/16/2019	PER DIEM: IMSA TRAINING 9/22/	105.00	105.00
85505	Voucher: 85505 11/12/2019 Voucher:	0012300	EMP: ROBLES, FRANCISCO	9/22/19 IMSA	10/16/2019	PER DIEM & REIMB: IMSA TRAIN	110.00	110.00

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Bank: botw BANK OF THE WEST	K OF THE W	EST (Continued)					
Check# Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85506 11/12/2019	0012295	EMP: SANCHEZ, JUVENAL	9/22/19 IMSA	10/16/2019	PER DIEM: IMSA TRAINING 9/22/	105.00	105.00
85507 11/12/2019 0012309	0012309	EMP: TANG, KENNETH	11/4/19 DROPBO: 11/4/2019	11/4/2019	REIMB: DROPBOX BUSINESS SC	450.00	450.00
Voucher: 85508 11/12/2019 0012299	0012299	EMP: VASQUEZ, GERRY	9/22/19 IMSA	10/16/2019	PER DIEM & REIMB: IMSA TRAIN	167.87	167.87
Voucher: 85509 11/12/2019	00001777	ENGINE PARTS & MACHINE	18031	10/2/2019	COMPLETE VALVE JOBS AND G	262.73	262.73
Voucher: 85510 11/12/2019 Voucher:	0010017	ENTERPRISE FM TRUST	FBN3811176 FBN3811296 FBN3811115	10/3/2019 10/3/2019 10/3/2019	OCT 2019 - PD LEASED VEHICLE OCT 2019 - PD-LEASED VEHICLI OCT 2019 - PD-LEASED VEHICLE	1,005.22 1,488.03 2,164.54	7 COV 7
85511 11/12/2019 0012334	0012334	ESCOBAR, TAMMY	Ref000259142	10/23/2019	UB REFUND CST #00049123 847	40.00	40.00
Voucher: 85512 11/12/2019 Voucher:	00000619	FALCON FUELS, INC.	13934 13416 13903	10/7/2019 9/24/2019 10/7/2019	REGULAR UNLEADED FUEL REGULAR UNLEADED FUEL ULTRA LOW SULFUR DIESEL	5,450.39 10,117.02 5,203.24	20,770.65
85513 11/12/2019 0010014 Voucher: 85514 11/12/2019 0000202	0010014	FARMERS STATE BANK OF HAR' FEDERAL EXPRESS CORPORAT	OF HART(2) 2447 ILLINOIS (1) 2447 ILLINOIS RPORATI6-736-66063	10/21/2019 10/21/2019 9/13/2019	2ND - HOMEOWNER REHAB PRC 1ST- HOMEOWNER REHAB PRO: FEDEX GROUND SERVICES	10,000.00 23,750.00 25.90	33,750.00 25.90
Voucher: 85515 11/12/2019	0012345	FELDMAN, SILVIO	Ref000259153	10/30/2019	UB REFUND CST #00063278 101;	177.20	177.20
Voucher: 85516 11/12/2019	0005869	FERGUSON WATERWORKS	0691684	10/1/2019	INVENTORY PO/COPPER	4,349.34	4,349.34
Voucner. 85517 11/12/2019	0010625	FLEETCREW	34706	10/7/2019	DIESEL PARTICULATE FILTER CL	465.01	465.01
Voucher: 85518 11/12/2019 Voucher:	0008331	FORENSIC NURSE RESPONSE T109-03-19	Ti09-03-19	10/1/2019	SART AND SUSPECT EXAM #19	3,387.00	3,387.00
85519 11/12/2019 Voucher:	0010237	FRONTIER COMMUNICATIONS	562-928-0039-11/1 10/25/2019 562-622-5327-10/* 10/19/2019 562-869-7582 10/1 10/4/2019 562-806-9232 - 10 10/4/2019 562-923-9514 - 10 10/10/2019	10/25/2019 10/19/2019 10/4/2019 10/4/2019	BILLING- 10/25/19-11/24/19 BILLING- 10/19/19-11/18/19 BILLING- 10/04/19-11/03/19 BILLING- 10/10/19-11/09/19 BILLING - 10/10/19-11/09/19	63.91 0.37 62.53 71.56 114.36	312.73

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85520	11/12/2019 Voucher	0011781	GAMINO, ALBERT	10/3/19 SANTA CL 10/3/2019		SANTA FOR 2 EVENTS: TREE LIG	700.00	700.00
85521		0012341	GARCIA, NEREIDA	Ref000259149 10	10/30/2019	UB REFUND CST #00062193 105;	18.20	18.20
85522	85522 11/12/2019 00004934	00004934	GAS COMPANY	013-900-7300-3-1( 10/14/2019	/14/2019	BILLING PRD - 09/11/19-10/10/19	495.96	
	Voucher:			130-500-9400-5-1( 10/11/2019	/11/2019	BILLING PRD- 09/10/19 -10/09/19	72.84	
				134-700-9400-7-1( 10/11/2019	/11/2019	BILLING PRD- 09/10/19 -10/09/19	49.21	
				189-300-9500-7 1( 10/17/2019	/17/2019	BILLING PRD- 09/16/19 -10/15/19	1,160.97	
				083 407 6536 4 10 10/22/2019 126 300 9600 1-17 10/14/2019	10/22/2019	BILLING PRD- 09/19/19 -10/18/19 BILLING PRD- 09/11/19 -10/10/19	18.46	
				049 200 7902 9 10 10	10/15/2019	BILLING PRD- 09/12/19 -10/11/19	35.12	
				115 800 9600 3-10 10	10/14/2019	BILLING PRD- 09/11/19 -10/10/19	1,220.58	
				132 600 9400 1-10 10	10/11/2019	BILLING PRD- 09/10/19 -10/09/19	39.97	
				186 100 7200 3-10 10	10/14/2019	BILLING PRD- 09/11/19 -10/10/19	352.12	
				094 300 7500 3-10 10	10/16/2019	BILLING PRD- 09/13/19 -10/14/19	375.55	
				102 000 8100 7-10 10	10/11/2019	BILLING PRD- 09/10/19 -10/09/19	101.57	3,957.11
85523	85523 11/12/2019 0010016	0010016	GLOBAL PARATRANSIT INC.	111920-03 10	10/15/2019	FIXED ROUTE (GATE) TRANSIT &	50,497.16	
	Voucher:			111920-02 9/1	9/15/2019	FIXED ROUTE (GATE) TRANSIT &	58,813.42	
				111920-001 8/1	8/15/2019	JUL 2019 - FIXED ROUTE (GATE)	59,453.88	168,764.46
85524	85524 11/12/2019 0006852	0006852	GOALS SOCCER CENTER	FALL 2019 10	10/15/2019	SOCCER-9/25/19-11/21/19	2,450.58	2,450.58
	Voucher:				!		9	9
85525	11/12/2019	00004869	GOLDEN STATE WATER COMPAN29007447310-10/1 10/11/2019	129007447310-10/1 10	/11/2019	BILLING PRD- 09/05/19 - 10/03/19	63.43	63.43
	Voucher:							
85526	85526 11/12/2019	0008109	GOODIE'S UNIFORM		10/2/2019	UNIFORM BOOTS FOR CSO MOP	153.25	
	Voucher:			2019-16383 10	10/2/2019	UNIFORM AND ACCESSORIES FO	106.71	
				2019-16605 10	10/2/2019	UNIFORM ACCESSORIES FOR R	209.83	
				2019-16608 10	10/2/2019	PATCH REPLACEMENT FOR UNI	39.26	
				2019-16600 10	10/2/2019	DEPT STOCK OF TIES AND TIE B	246.92	755.97
85527	85527 11/12/2019 00002890	00002890	GRAINGER	9294342705 9/1	9/16/2019	SPECIALTY HARDWARE	96'.206	
	Voucher:			9295480066 9/1	9/17/2019	CITY HALL EXHAUST FAN SYSTE	23.40	
				9296434914 9/1	9/18/2019	SPECIALTY HARDWARE	42.61	
				9294342697 9/1	9/16/2019	CITY HALL EXHAUST FAN-UNIT F	36.40	1,010.37
85528	85528 11/12/2019 00000534	00000534	GRANDE VISTA STEEL	163776 10	10/8/2019	MATERIALS FOR CONTAINER RA	109.15	
	Voucher:			163745 10	10/8/2019	MATERIAL FOR CONTAINER RAN	167.58	276.73

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Bank	Bank: botw BANK OF THE WEST	C OF THE W	EST (Continued)	d)				
Check #	Check# Date Vendor	Vendor		Invoice	Inv Date	Inv Date Description	Amount Paid	Check Total
85529	85529 11/12/2019 00002524	00002524	GREEN'S CLEANERS	531416	9/30/2019	9/30/2019 SEPT 2019- JAIL CLEANING OF E	1,362.50	1,362.50
85530	Voucher: 85530 11/12/2019 0009879	6286000	HDL COREN & CONE	0027235-IN	10/25/2019	10/25/2019 OCT - DEC 2019 - CONTRACT SF	3,375.00	3,375.00
85531	Voucher: 85531 11/12/2019 0005720	0005720	HILLYARD	603598645	9/24/2019	SEAL	162.45	162.45
85532	Voucher: 85532 11/12/2019 00001283 Voucher:	00001283	HODGE PRODUCTS, INC.	04378755IN	10/15/2019	10/15/2019 INVENTORY PO/ LOCKS	626.39	659.39

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Bank:	Bank: botw BANK OF THE WEST	JF THE WI	EST (Continued)				
Check#	Date Ve	Vendor	<u>n</u>	Invoice Inv Date	Description	Amount Paid	Check Total
85534	85534 11/12/2019 00000268	3000268	HOME DEPOT CREDIT SERVICES7370054	10/3/2019	ELECTRICAL SUPPLIES	119.77	
	Voucher:			5190508	REFUND FOR RETURN OF DICKI	-20.88	
			88	0360021 10/10/2019		85.71	
			83	8350038 10/2/2019	SUPPLIES FOR ST DIV	293.52	
			42	4213831	<b>CREDIT FOR RETURNED ITEMS</b>	-24.17	
			33	3370112 10/17/2019	_	105.56	
			26	9370040 10/1/2019	GROUNDS MAINTENANCE SUPF	251.90	
			883	8350037 10/2/2019	HARDWARE FOR ST DIV	237.64	
			13	1370014 9/19/2019	REPLACE CERAMIC TILE AND VI	78.77	
			53	5351915 8/26/2019	HARDWARE FOR ST DIV	65.47	
			32	3230005 9/17/2019	SUPPLIES FOR ST/SEWER DIV	17.19	
			23	2350013 9/18/2019	GRAFFITI MATERIALS	126.04	
			23	2350009 9/18/2019	TRAFFIC REPAIRS - SECURE TR	34.77	
			20	0370080 10/10/2019	SPORTS CENTER DOORS	51.12	
			73	7370055 10/3/2019	HARDWARE SUPPLIES FOR ST [	200.79	
			88	8370051 10/2/2019	GROUNDS MAINTENANCE SUPF	288.12	
			26	2970626 9/18/2019	MATERIALS TO DRAIN THE PIT II	162.33	
			84	4350031 9/26/2019	CHLORINE TABLETS FOR FOUN'	93.48	
			75	7351864 10/8/2019	SUPPLIES FOR MANUELA'S OFF	173.62	
			6	9340052 10/1/2019	<b>TOWEL HANGERS FOR PW COR</b>	71.32	
			6	9370039 10/1/2019	SUPPLIES TO REPAIR BENCH	38.47	
			88	8370049 10/2/2019	REPAIR WINDOW	54.91	
			34	4350032 9/26/2019	HARDWARE TO REPLACE LATCH	25.41	
			88	3370068 10/7/2019	GRAFFITI DEPT-PAINT FOR OUS	359.92	
			89	6370026 9/24/2019	NEW LOCK FOR STORAGE CON	61.40	
			73	7370053 10/3/2019	MATERIALS TO REBUILD FAUCE	411.15	
			7.	7370022 9/23/2019	SUPPLIES TO FIX TOILETS AND	60.40	
			12	1260655 9/9/2019	GROUNDS MAINTENANCE SUPF	93.47	
			23	2350043 10/8/2019	GROUNDS MAINT. SUPPLIES	12.05	
			23	2350041 10/8/2019	GROUNDS MAINT. SUPPLIES	62.79	
			50	5350051 10/15/2019	STREET LIGHT POLE REPLACEN	65.90	
			23	2370074 10/8/2019	PLYWOOD FOR STANDBY USED	990.15	
			6	9350047 10/11/2019	_	22.95	
			26	9231417 7/3/2019	TAPE MEASURES FOR ST DIV	21.73	
			86	8350059 10/22/2019	GROUNDS MAINTENANCE SUPF	293.41	

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Bank	: botw BAN	Bank: botw BANK OF THE WEST	EST (Continued)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				1370157	10/29/2019	GROUNDS MAINT. SUPPLIES	120.09	
				4350029	9/26/2019	GROUNDS MAINTENANCE SUPF	32.97	
				0360023	10/10/2019	GROUNDS MAINT. SUPPLIES	189.17	
				1340124	9/9/2019	GROUNDS MAINTENANCE SUPF	182.44	
				2370073 1340066	10/8/2019	CIVIC CENTER MONUMENT SIGN	103.24	
				5350050	10/15/2019	STREET LIGHT POLE REPLACEN	63.76	5,755.85
85535	85535 11/12/2019 00001298	00001298	IIMC	16651-12/31/2020	9/23/2019	ANNUAL MEMBERSHIP RENEWA	320.00	320.00
	Voucher:							(
85536	85536 11/12/2019	0008392	IMMIX TECHNOLOGY, INC	146724	9/17/2019	RENEWAL- ANNUAL MAINTENAN	5,982.20	5,982.20
85537		00004578	INTERWEST CONSULTING GROU51961	U51961	8/20/2019	PLAN CHECK SERVICES	6,387.41	
	_			53063	9/23/2019	PLAN CHECK SERVICES	15,101.12	21,488.53
85538		00000000	JHM SUPPLY, INC.	49742/3	10/3/2019	GROUNDS MAINTENANCE SUPF	995.97	995.97
	Voucher:							;
85539		0007026	JOHN DEERE COMPANY	116738719	9/30/2019	JOHN DEERE MOWER	41,621.76	41,621.76
					9		00 020	
85540		00000430	JOHN L. HUNTER AND ASSOCIAI SGNP0619	11 SGNP0619	6102/61//	JUN 2019 - PROF SVCS FOR NPI	4,070.00 3,442.50	7 512 50
	Voucher:			SI JOHNSO	9/24/2019	SOL 2019 - FROM SWOOT ON WILL E	0,475.00	2017
85541	11/12/2019	0011585	JOHNSON CONTROLS FIRE	211/1421	9/3/2019	JOHNSON CONTROLS-ANNUAL:	1.510.50	
	VOUCE E			21171292	9/3/2019	JOHNSON CONTROLS-ANNUAL:	867.50	
				21171493	9/3/2019	JOHNSON CONTROLS-ANNUAL:	651.75	3,670.50
85542	85542 11/12/2019 0012346	0012346	KIM, SUK	Ref000259154	10/30/2019	UB REFUND CST #00059581 363	179.57	179.57
	Voucher:							
85543	11/12/2019	00003387	KNORR SYSTEMS INC	SI215305	8/28/2019	PULSAR BRIQUETTES FOR SPA.	1,455.30	
	Voucher			SI216134	9/26/2019	PULSAR BRIQUETTES FOR SPA.	1,455.30	
				SI215726	9/13/2019	PULSAR BRIQUETTES FOR SPA.	1,455.30	4,365.90
85544	85544 11/12/2019 00003715	00003715	KOSMONT COMPANIES	18-0125-009	9/30/2019	GATEWAY DISTRICT-PREDEVEL	2,310.02	17
	Voucher:			18-0125 008	8/31/2019	GATEWAY DISTRICT-PREDEVEL	437.15	2,747.17

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Check#	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85545	85545 11/12/2019 0011366 Voucher:	0011366	KURK INVESTIGATIVE GROUP	19-031 19-036 19-035 19-033 19-034	9/30/2019 10/1/2019 9/19/2019 10/2/2019 9/30/2019	PRE - EMPLOYMENT BACKGROL PRE - EMPLOYMENT BACKGROL BACKGROUND INVESTIGATION I BACKGROUND INVESTIGATION I BACKGROUND INVESTIGATION I	1,000.00 350.00 1,120.00 420.00 350.00 945.00	4,185.00
85546	85546 11/12/2019 00003540 Voucher	00003540	LA COUNTY DEPT. OF PUBLIC W(SA190000460	(SA190000460	10/14/2019	FIRESTONE BLVD. OVER RIO HC	18,798.18	18,798.18
85547	85547 11/12/2019 Voucher:	00005175	LA COUNTY METROPOLITAN	104379	9/30/2019	TAP BUS PASSES - JULY/AUGUS	6,261.00	6,261.00
85548	85548 11/12/2019	0012316	LAUFER, CELIA	Ref000259124	10/1/2019	UB REFUND CST #00053194 100:	173.27	173.27
85549	85549 11/12/2019	0012335	LEON, ELVIRA	Ref000259143	10/23/2019	UB REFUND CST #00058078 971!	52.70	52.70
85550	Voucher. 85550 11/12/2019 Voucher	0012317	LIMITED PART, 9528 CALIFORNIA	LIFORNIA Ref000259125	10/1/2019	UB REFUND CST #00062348 953(	173.56	173.56
85551	11/12/2019	00003773	LINCOLN AQUATICS	29480156	8/13/2019	AQUATIC DIVISION SUPPLIES	646.25	646.25
85552	11/12/2019	0012323	LOZANO, MARTHA	Ref000259131	10/10/2019	UB REFUND CST #00054677 8156	136.91	136.91
85553	Voucher: 11/12/2019 Voucher:	0012343	MANCIA, JOSE	Ref000259151	10/30/2019	UB REFUND CST #00054358 962	47.70	47.70
85554	11/12/2019 Voucher	60900000	MCCAIN TRAFFIC SUPPLY	INV0244032	9/27/2019	TRAFFIC REPAIR/MAINTENANCE	461.90	461.90
85555	19	0011072	MCINTYRE-ST. CLAIR LLC	10292019	10/29/2019	EXECUTIVE TEAM PROCESS INI	3,750.00	3,750.00
85556	19	00004060	MCMASTER-CARR SUPPLY CO	16857056 16585279	9/25/2019 9/23/2019	CHAIN FOR CORP. YARD GATE GASKET FOR POOL VALVE	352.96 32.77	385.73
85557	85557 11/12/2019 0011575 Voucher	0011575	MERCHANTS BUILDING	546925	9/1/2019	MBM-ANNUAL JANITORIAL SERV	19,257.44	19,257.44
85558	85558 11/12/2019 00000447	00000447	MISC - BLDG PERMITS	19-000-1394	10/7/2019	REFUND FOR APPLICATION #19-	122.60	122.60
85559	Voucher. 85559 11/12/2019 00000447 Voucher:	00000447	MISC - BLDG PERMITS	019-000-195	10/7/2019	REFUND: PERMIT #19-195 10317	48.00	48.00

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85560	85560 11/12/2019 00000170	00000170	MISC - PKS & REC REFUND	192464	10/5/2019	REFUND: DEPOSIT (AFTER EVE	430.00	430.00
85561	voucher. 11/12/2019 00000170	00000170	MISC - PKS & REC REFUND	211864	10/6/2019	REFUND OF DEPOSIT COOKHOL	76.00	76.00
85562	Voucher: 11/12/2019 00000170	00000170	MISC - PKS & REC REFUND	212042	10/15/2019	REFUND: CANCELLED VOLLEYB	47.00	47.00
85563	Voucher: 11/12/2019 00000170	00000170	MISC - PKS & REC REFUND	189299 RI	6/20/2019	RI CK 83935 - REFUND: LUIS VEC	47.00	47.00
85564		00003664	MISC - SETTLEMENTS	LUJAN-5/30/2018 10/15/2019	10/15/2019	PAYMENT OF SETTLEMENT AMC	2,500.00	2,500.00
85565	Voucher: 11/12/2019	0012320	MONTES, JOSE R	Ref000259128	10/10/2019	UB REFUND CST #00062711 891;	105.16	105.16
85566	Voucher: 11/12/2019	0012313	MORENO, ZENAIDA	Ref000259121	10/1/2019	UB REFUND CST #00062962 1040	138.13	138.13
85567	Voucher: 11/12/2019	0008506	MUNITEMPS	129522	10/18/2019	9/30/19-10/10/19 - HR ANALYST- 1	4,194.75	
85568	Voucher: 11/12/2019	00004620	129487 MUTUAL LIQUID GAS & EQUIPME422077	129487 E422077	10/14/2019 9/24/2019	09/02/19-09/12/19 - PW PROJECT PROPANE GAS AND COMPLIANC	4,800.00 719.79	8,994.75 719.79
85569			NADA BUS, INC.	49934	9/29/2019	TRIP ON 09/26/19 - THE AMERIC	885.00	885.00
85570	Voucher: 11/12/2019	00000902	NAN MCKAY & ASSOCIATES INC. INV242821	. INV242821	9/20/2019	12/1/19-11/30/20 - ANNUAL SUBS	956.00	956.00
85571	Voucher: 11/12/2019 Voucher:	00004969	NATIONAL READY MIXED CONCR706874	.F706874 704760	9/16/2019 8/29/2019	CONCRETE FOR 10200 ADELLA CONCRETE FOR 10536 MCNERN	1,155.64	
85572	85572 11/12/2019 00003771	00003771	NETMOTION SOFTWARE, INC.	707011 10048847	9/17/2019 9/24/2019	CONCRETE FOR 9628 SAN GABI TECHNICAL SERVICES FOR SER	1,093.14 3,177.00	3,341.92 3,177.00
85573	Voucher: 11/12/2019	0010683	NEW CHEF FASHION, INC.	973201	10/1/2019	POLO UNIFORM SHIRTS FOR AC	518.06	518.06
85574	-	0005289	NOBEL SYSTEMS	14675	10/2/2019	10/1/19-9/30/19 - ANNUAL LICENS	20,000.00	20,000.00
85575	Voucher: 85575 11/12/2019 Voucher:	0012318	NOH, RICHARD	Ref000259126	10/1/2019	UB REFUND CST #00063048 923	270.36	270.36

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Bank	Bank: botw BANK OF THE WEST	K OF THE WI	EST (Continued)	(				
Check #	Date Vendor	Vendor		Invoice	Inv Date	Inv Date Description	Amount Paid	Check
85576	85576 11/12/2019 00001414	00001414	OFFICE DEPOT	2343376399	9/19/2019	IMSA TRAINING MATERIALS	146.51	
	Voucher:			2343395188	9/19/2019	IMSA TRAINING MATERIALS	926.15	
				2346672971	10/1/2019	IMSA TRAINING MATERIALS	97.16	<u>+</u> .
85577	85577 11/12/2019 0007984	0007984	O'REILLY AUTO PARTS	3063-311081	10/2/2019	GROUNDS MAINT. SUPPLIES	45.86	
	Voucher:			3063-310944	10/1/2019	GROUNDS MAINTENANCE - EQL	418.95	
				3063-310830	9/30/2019	BATTERY FOR NEW CONCRETE	232.50	
					!			

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85576 1	85576 11/12/2019 00001414 Voucher:	00001414	OFFICE DEPOT	2343376399 2343395188 2346672971	9/19/2019 9/19/2019 10/1/2019	IMSA TRAINING MATERIALS IMSA TRAINING MATERIALS IMSA TRAINING MATERIALS	146.51 926.15 97.16	1,169.82
V V	85577 11/12/2019 0007984 Voucher:	0007984	O'REILLY AUTO PARTS	3063-311081 3063-310844 3063-310830 3063-311024 3063-31114 3063-311431 3063-311094	10/2/2019 10/1/2019 9/30/2019 10/1/2019 10/2/2019 10/4/2019	GROUNDS MAINT. SUPPLIES GROUNDS MAINTENANCE - EQL BATTERY FOR NEW CONCRETE BATTERY TERMINALS FOR NEW WINDOW REGULATOR FOR UNIT LIGHT ASSEMBLY FOR UNIT 152 GROUNDS MAINT SUPPLIES HYDRAULIC VALVE LIFTERS ANIT	45.86 418.95 232.50 24.77 67.37 67.37 62.19 62.19	
85578 V	85578 11/12/2019 00002817 Voucher:	00002817	OSCAR'S PRINTING INC.	3063-512100 663830 663841 663842 663848	10/8/2019 9/23/2019 10/21/2019 10/24/2019	NEGATIVE AND DIES CREATED F ENVELOPES FOR ENGINEERING 500 REGULAR ENVELOPES FOR INVENTORY PO/ NO PARKING SI 500 ENVELOPES FOR CITY ATTC	374.85 303.19 170.89 1,311.98	23.07.77
85579 V 85580 Y	85579 11/12/2019 0012187 Voucher: 85580 11/12/2019 0011294 Voucher:	0012187	OVATION-SCIENTIFIC, INC. PARKWOOD LANDSCAPE	903043 012788A 4096 4314 4197 4406	9/27/2019 9/27/2019 7/31/2019 9/30/2019 10/30/2019	STREET DEPT USE JULY 2019 ANNUAL LANDSCAPE SEP 2019 - ANNUAL LANDSCAPE AUG 2019 - ANNUAL LANDSCAPE OCT 2019 - ANNUAL LANDSCAPE	3,743.81 20,777.00 20,777.00 20,777.00 20,777.00	3,743.81
85581 V	85581 11/12/2019 0009569 Voucher:	0009569	PCMG, INC.	900758294 900754103 900702611 900698680 900716837 PINV345136	10/17/2019 10/16/2019 9/27/2019 9/26/2019 10/2/2019	AUTOCAD LT GOVT SINGLE-USE ADOBE APPS ANNUAL RENEWAI SURFACE PRO 6 8TH GEN COM HP SCANJET PRO 2000 S1 (4 RE ADOBE ACROBAT PRO DC TEAW PCMG ACCESS-ATG PRO SERVI	413.00 9,539.00 4,887.45 1,729.25 995.00 4,500.00	22,063.70
85582 1 V 85583 1	6 6	0012289	PD: CASTILLO, NATALY PD: FLORES, BRISELDA	1-2591	10/17/2019	REIMB: MILAGE REIMB: MILAGE AND COMMUTEI	145.00	145.00
85584 ·	Voucher. 85584 11/12/2019 ( Voucher:	0012288	PD: LOZADA, MARIA	1-2590	10/17/2019	REIMB: MILAGE AND COMMUTEI	632.00	632.00

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Bank	Bank: botw BANK OF THE WEST	K OF THE WE	(Continued)					
Check#	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85585	85585 11/12/2019 0011254	0011254	PD: PULSIAM	7383	9/24/2019	HP ILO ADVANCED 1 SERVER LIK	244.38	244.38
85586	Voucher: 85586 11/12/2019	00002824	PD: RODRIGUEZ, MANUELA	1-2589	10/17/2019	TRAINING- CA CLETS USERS GF	123.00	123.00
85587	Voucher: 85587 11/12/2019	0012287	PD: RODRIGUEZ, RAUL	1-2591	10/17/2019	REIMB: MILAGE AND COMMUTE!	203.82	203.82
85588	Voucher: 11/12/2019	00001603	PD: ROSALES, YVONNE	1-2589	10/17/2019	TRAINING- CA CLETS USERS GF	123.00	123.00
85589	Voucher: 11/12/2019	0012333	PEREZ, BRAYAN	Ref000259141	10/23/2019	UB REFUND CST #00062779 250	34.18	34.18
85590	Voucher: 11/12/2019	00004717	PETTY CASH- GENERAL FUND - 09/02/19-10/17/19 10/17/2019	09/02/19-10/17/19	10/17/2019	PETTY CASH RECEIPTS-09/02/19	716.39	716.39
85591	Voucher: 11/12/2019	00004713	PETTY CASH- PARKS & REC.DEP	REC.DEP9/5/19-10/3/19	10/14/2019	PETTY CASH RECEIPTS-09/05/16	905.03	905.03
85592	Voucher: 11/12/2019	0012337	PINEDA, ASHLEY	Ref000259145	10/23/2019	UB REFUND CST #00062580 894	69.23	69.23
85593	Voucher: 11/12/2019	00002335	PITNEY BOWES	3103449861	9/29/2019	POSTAGE MACHINE LEASE- 07/?	1,341.92	1,341.92
85594	Voucher: 11/12/2019	00001921	PK: ALCANTARA, RAUL	FALL 2019	10/15/2019	PIANO/GUITAR CLASSESS- 09/2£	1,155.00	1,155.00
85595	Voucher: 11/12/2019	00004271	PK: BETANCOURT, CRYSTAL	FALL 2019	10/15/2019	TAP/TUMBLING/ CREATIVE DANG	4,437.60	4,437.60
85596	Voucher: 11/12/2019	00003358	PK: COX, LINDSAY	10/10/19	10/10/2019	AZALEA FESTIVAL MS. SG EVEN	200.00	500.00
85597	Voucher: 11/12/2019	00001643	PK: DIAZ, VANESSA	FALL 2019	10/15/2019	BALLET/MEX FOLK CLASSES- 09	2,786.40	2,786.40
85598	Voucher: 11/12/2019	0005732	PK: GONZALEZ, JESSICA	FALL 2019	10/15/2019	CHEERLEADING- 09/25/2019- 11/.	1,032.00	1,032.00
85599	Voucher: 11/12/2019	0006250	PK: GUTIERREZ, LAZARO	FALL 2019	6/22/2019	TENNIS LESSONS -9/23/2019-11/;	1,353.00	1,353.00
85600	Voucher: 11/12/2019	0008741	PK: HINDU, CLAUDIA	FALL 2019	10/15/2019	ART / FASHION CLASSES- 09/24/	344.00	344.00
85601	Voucher: 11/12/2019 Voucher:	00003708	PK: LASTRA, MARY	FALL 2019	10/15/2019	MEX. FOLK CLASSES- 09/25/2019	2,029.60	2,029.60

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Bank	botw BAN	Bank: botw BANK OF THE WEST	EST (Continued)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85602	85602 11/12/2019 0005405 Voucher	0005405	POLLARDWATER.COM	0150136	10/1/2019	2- 10 RAPID GRIP WRCH 2- 3/4 METER COUP WRCH	78.83 179.31	258.14
85603	85603 11/12/2019 0012329	0012329	PONCE, ALEJANDRO	Ref000259137	10/23/2019	UB REFUND CST #00039923 923	10.54	10.54
85604	Voucher: 11/12/2019	Voucher: 11/12/2019 00000488	PRAXAIR DISTRIBUTION, INC.	91956680	9/22/2019	WELDING CYLINDERS	138.53	138.53
85605	Voucher: 85605 11/12/2019 0012332	0012332	RAMIREZ, RODOLFO A.	Ref000259140	10/23/2019	UB REFUND CST #00050482 951	21.24	21.24
85606	Voucher: 85606 11/12/2019	0012321	RAMOS BODY SHOP	Ref000259129	10/10/2019	UB REFUND CST #00052674 493	125.83	125.83
85607	Voucher: 11/12/2019 Voucher:	00000416	RAPID-O-PRINT	18801	10/21/2019	CERTIFICATES OF APPRECIATIC ADMIN. SERVICES ENVELOPES	1,890.79 643.86	2,534.65
82608	11/12/2019	0011545	RELX, INC.	1431080-2019093		SEPT 2019 - MONTHLY SUBSCRI	732.45	732.45
85609	Voucher: 11/12/2019	0010872	RIVAL CREATIVE, LLC	0326	10/15/2019	Q4 FALL POLE BANERS ROLL (	2,500.00	2,500.00
85610	Voucher: 11/12/2019 Voucher:	00002735	ROADLINE PRODUCTS, INC.	15198 15204	9/4/2019	TRAFFIC PAINT FOR ST DIV WHITE TRAFFIC PAINT FOR ST C	1,192.63 489.78	1,682.41
85611	11/12/2019	0012340	RODRIGUEZ, BERNARDA	Ref000259148	10/23/2019	UB REFUND CST #00063252 941:	176.08	176.08
85612	Voucher: 11/12/2019	0007637	RSG, INC	1005083	7/31/2019	CUSTOMER SERVICE STUDY	2,150.00	27 629 6
85613	Voucher: 11/12/2019	00004821	S & J SUPPLY COMPANY, INC.	1005192 S100141586.001	8/31/2019 9/11/2019	SEAL CLAY STOPPER FOR SEWI	30.94	2,653.75 30.94
85614	Voucher: 11/12/2019	0012311	SALAZAR, JEHU	Ref000259119	10/1/2019	UB REFUND CST #00056846 103!	89.63	89.63
85615	Voucher: 85615 11/12/2019 Voucher:	00000322	SAM'S CLUB	003533 004610 7090	10/15/2019 10/8/2019 10/8/2019	SENIOR EVENT SUPPLIES GOLF COURSE CONCESSIONS GOLF CONCESSIONS	382.39 97.00 100.93	;
85616	85616 11/12/2019 0012338	0012338	SARASE CORP	001166 Ref000259146	10/8/2019 10/23/2019	INVENTORY PO/ COFFEE UB REFUND CST #00063029 922	400.61 123.99	980.93 123.99
85617	Voucher: 85617 11/12/2019 Voucher:	0008973	SCOTT ROBINSON CHRYSLER D:150913	D:150913	9/18/2019	POWER STEERING PUMP FOR L	621.41	621.41

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Check# Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85618 11/12/2019	0010623	SECTRAN SECURITY INC.	19100437	10/1/2019	CLOW B/ CHK VALVE LOW PROF	296.09	296.09
85619 11/12/2019 00004834 Voucher:	00004834	SECURITY SIGNAL DEVICES SY	CES SYSS-01008564 R-00146156 S-01008562 R-00148008	9/12/2019 9/13/2019 9/12/2019 9/13/2019	TECHNICIAN NEEDED ONSITE TO 07/01/19-9/30/19 BURGLAR ALAR HOLLYDALE RESOURCE CENTE SSD-CIVIC CTR LOCATIONS-AND	278.00 687.58 387.86 6,442.72	7,796.16
85620 11/12/2019 0012339 Voucher	0012339	SHAHINIAN, TAMAR	Ref000259147	10/23/2019	UB REFUND CST #00056764 881	140.70	140.70
85621 11/12/2019 Voucher	00002616	SHRED-IT US JV LLC	8128281810	9/30/2019	SEPT 2019 SHREDDING OF DOC	77.04	77.04
85622 11/12/2019	00004857	SMITH FASTENER COMPANY	SF0022308	10/2/2019	FASTENERS FOR UNIT 220	12.44	12.44
Vouchei. 85623 11/12/2019 Voucher	00002428	SMITH PAINT & SUPPLY, INC	SF0021734	8/28/2019	HARDWARE FORT SHOWER CEI	11.03	11.03
Voucher: 85624 11/12/2019 Voucher:	0012098	SO CAL COMPTON PIPE SUPPLY	SUPPLY 1159-A 1159-B	9/11/2019 9/11/2019	RING GSK NON -ASBESTOS CLOW B/ CHK VALVE LOW PROF	1,834.26 1,812.21	3,646.47
85625 11/12/2019	00004181	SOFTWARE SECURITY SOLUTIOI34561	0134561	9/23/2019	ESET SECURE BUSINESS ANTIV	3,588.42	3,588.42
Voucher: 85626 11/12/2019 Voucher:	00004884	SOUTH COAST A.Q.M.D.	3526286	9/17/2019	ICE-(>500 HP) N-EM ELEC GEN-I FI AT FFF-I AST FISCAL YR-EMIS	1,507.95	1.644.35
85627 11/12/2019	00004864	SOUTHERN CALIFORNIA EDISON365763	N365763	10/14/2019	NEW METER & SERVICE FOR 10	1,460.31	1,460.31
Voucher: 85628 11/12/2019 Voucher:	0005979	STATE OF CALIFORNIA	20002156 19007747	10/14/2019	RECONSTRUCTION OF ON-RAM FEB 2019 RECONSTRUCTION O	3,412.62 4,052.94	7,465.56
85629 11/12/2019	00004908	STATUS ONE MEDICAL INC	58050	9/17/2019	FIRST AID SUPPLIES FOR ST DIN	261.40	261.40
Voucher: 85630 11/12/2019 Voucher:	00004906	SWRCB FEES	EW-1018539	9/27/2019	7/1/18-6/30/19 - WATER SYSTEM	2,880.00	2,880.00
85631 11/12/2019 Voucher:	0011201	TELECOM LAW FIRM, P.C.	7196 7195 7198 7197 6872 6874	10/14/2019 10/14/2019 10/14/2019 10/14/2019 10/14/2019	SPECIALIZED LEGAL SERVICES SPECIALIZED LEGAL SERVICES SPECIALIZED LEGAL SERVICES SPECIALIZED LEGAL SERVICES SPECIALIZED LEGAL SERVICES SPECIALIZED LEGAL SERVICES	435.80 368.20 226.10 345.80 2,420.00	6,215.90

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11/05/2019	9 5:21:46PM	<b>ВРМ</b>		City of	City of South Gate			
Bank	Bank: botw BANK OF THE WEST	K OF THE W	EST (Continued)					
Check#	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85632	85632 11/12/2019 0009039 Voucher	0000039	TETRATECH	51453533	10/14/2019	DESIGN SERVICES FOR WATER	10,267.50	10,267.50
85633	85633 11/12/2019 Voucher:	0011886	THE TRUST FOR PUBLIC LAND	3889	10/14/2019	PROJECT MANAGEMENT AND E	31,422.15	31,422.15
85634	85634 11/12/2019 Voucher:	0008153	TIME WARNER CABLE-	0490384092719 0719691101219 050775710519 0008335100119 0439993102019	10/14/2019 10/12/2019 10/1/2019 10/1/2019	ACCT# 8448 30 017 0490384 -9/2; ACCT# 8448 30 017 0719691 - 10/ ACCT# 8448 30 017 0507757 - 10/ ACCT# 844830 017 0008335- 10/1 ACCT# 844830 017 0439993- 10/2	126.08 0.52 25.23 161.26 134.99	448.08
85635	85635 11/12/2019 0011640	0011640	TIREHUB, LLC	10472221	10/10/2019	INVENTORY PO/ TIRES	1,828.92	1,828.92
85636	Voucher: 85636 11/12/2019 00003438 Voucher:	00003438	TRANS UNION-SOUTHERN CALI 109905367	109905367	9/25/2019	CREDIT CHECK PERIOD:08/26/19	69.10	69.10
85637		0012319	TREJO, FRANCISCO	Ref000259127	10/10/2019	UB REFUND CST #00034405 818 <sup>-</sup>	40.00	40.00
85638	Voucher: 11/12/2019 Voucher:	0008002	U.S. BANK-PARS ACCT#67460225NOV 2019	5NOV 2019	11/1/2019	PARS SUPPLMNTL RETIREMNT I	5,671.35	5,671.35
85639	85639 11/12/2019 Voucher:	0008005	U.S. BANK-PARS ACCT#67460225DEC 2019- R.BATI 12/1/2019 DEC 2019-MOST# 12/1/2019 DEC 2019 - LOUIE 12/1/2019	5DEC 2019- R.BATI 12/1/2019 DEC 2019-MOSTA 12/1/2019 DEC 2019 - LOUIE 12/1/2019	12/1/2019 12/1/2019 12/1/2019	RON BATES - PARS-EXCESS BE? MOHAMMAD MOSTAHKAMI - EXC KEN LOUIE - PARS-EXCESS BEN	160.00 680.00 550.00	1,390.00
85640	85640 11/12/2019 0005750 Voucher:	0005750	UNITED INDUSTRIES	198575 199869 199771	8/27/2019 10/11/2019 10/9/2019	INVENTORY PO/ NITRILE GLOVE INVENTORY PO/ NITRILE GLOVE INVENTORY PO/ FLASHLIGHTS	705.60 79.38 174.08	929.06
85641	85641 11/12/2019 0006581 Voucher:	0006581	UNITED ROTARY BRUSH CORPO310819	J310819	8/30/2019	REPLACEMENT BROOMS FOR E	1,333.94	1,333.94
85642	85642 11/12/2019 0011926 Voucher:	0011926	URM TECHNOLOGIES, INC.	0049820 0049821 0049812 0049818	9/30/2019 9/30/2019 9/30/2019 9/30/2019	SEP 2019 - C001982\MISC\ DOC SEP 2019 - C001982\PAYROLL D SEP 2019 - C001982\PERS DOCU SEP 2019 - C001982\AR DOCUM SEP 2019 - C001982\AR DOCUM	59.54 13.68 36.48 8.88 37.86	667
85643	85643 11/12/2019 00004975 Voucher:	00004975	USARMOR	24346	8/27/2019	VEST- ENFORCER CONCEALABI	529.87	529.87

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Bank	: botw BAN	Bank: botw BANK OF THE WEST	EST (Continued)				
Check#	Date	Vendor		Invoice Inv Date	Description	Amount Paid	Check Total
85644	85644 11/12/2019 00003928 Voucher:	00003928	US BANK TRUST N.A.	788757000-11/20: 11/1/2019 165017000-11/201 11/1/2019 94431820-11/201{ 11/1/2019	NOV 2019 - 2005 PERS OBLIGATI NOV 2019 - SERIES 2012 SOUTH NOV. 2019 - 2001 SERIES SG AUT	167,745.08 146,037.50 115,416.67	429,199.25
85645	85645 11/12/2019 0012326 Voucher:	0012326	VAZQUEZ, CARLOS	Ref000259134 10/10/2019		192.55	192.55
85646	85646 11/12/2019 00000379 Voucher:	00000379	VERIZON BUSINESS	74030464 10/25/2019 61322612 10/10/2019	BILLING -09/15/2019 - 10/14/2019 BILLING -09/01/2019 - 09/30/2019	55.92 82.01	137.93
85647	85647 11/12/2019 00001848	00001848	VERIZON WIRELESS			2,314.86	44 770 05
85648	Voucher: 85648 11/12/2019 0005537 Voucher:	0005537	9838 VERONICA TAM & ASSOCIATES II2534	9838731787 9/23/2019 12534 9/13/2019	BILLING PRD- 08/24/19-09/23/19 AUG 2019 - HOUNSING ELEMEN	9,464.99 1,950.00	11,79.85 1,950.00
85649	85649 11/12/2019 00002634 Voucher:	00002634	VULCAN MATERIALS COMPANY 72344615 72357872 72354588 72354589 72354589 72354391 7235434	72344615 9/20/2019 72357872 9/30/2019 72354588 9/27/2019 264225 9/30/2019 72371391 10/11/2019 72365434 10/7/2019		408.35 166.94 246.08 1,064.50 38.93 251.03	
85650	85650 11/12/2019 00000482 Voucher:	00000482	WEST COAST ARBORISTS, INC.	72373770 10/14/2019 153061 9/30/2019 152807 9/15/2019 152105 8/31/2019 152124 8/31/2019	- ASPHALT FOR ST DIV 9/16/19-9/30/19 - TREE TRIMMINC 9/1/19-9/15/19 - ANNUAL TREE M. 8/16/19-8/30/19 - TREE TRIMMIN: 8/16/19-8/31/19 - ANNUAL TREE N.	482.26 2,760.00 23,666.75 2,156.00 6.169.05	2,824.28
				·	7/16/19-7/31/19 - ANNUAL TREE N	1,006.25	35,758.05

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Bank: bo	Bank: botw BANK OF THE WEST	эг тне we	EST (Continued)	()				
Check#	Date Ve	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85651 11/	85651 11/12/2019 00000561	1000561	WESTERN EXTERMINATOR CO	OR COM 7291344	7/31/2019	JUL 2019 - WESTERN EXTERMIN	206.00	
no/	Voucher:			7291342	7/31/2019	JUL 2019 - WESTERN EXTERMIN	42.50	
				7390127	8/31/2019	JUL 2019 - WESTERN EXTERMIN	42.50	
				7390136	8/31/2019	AUG 2019 - WESTERN EXTERMII	42.00	
				7302798	7/31/2019	JUL 2019 - WESTERN EXTERMIN	290.50	
				7321850	8/31/2019	AUG 2019 - WESTERN EXTERMII	121.00	
				7390131	8/31/2019	AUG 2019 - WESTERN EXTERMII	46.50	
				7390132	8/31/2019	AUG 2019 - WESTERN EXTERMII	206.50	
				7437354	9/30/2019	SEP 2019 - WESTERN EXTERMIN	121.00	
				7473297	9/30/2019	SEP 20109 - WESTERN EXTERMI	82.50	
				7473294	9/30/2019	SEP 2019 - WESTERN EXTERMIN	206.00	
				7473296	9/30/2019	SEP 2019 - WESTERN EXTERMIN	211.00	
				7292696	7/31/2019	JUL 2019 - WESTERN EXTERMIN	206.50	
				7390129	8/31/2019	AUG 2019 - WESTERN EXTERMII	82.50	
				7473299	9/30/2019	SEP 2019 - WESTERN EXTERMIN	46.50	
				7473300	9/30/2019	SEP 2019 - WESTERN EXTERMIN	69.50	
				7292697	7/31/2019	JUL 2019 - WESTERN EXTERMIN	69.50	29
				7477435	9/30/2019	SEP 2019 - WESTERN EXTERMIN	151.50	
				7477436	9/30/2019	WESTERN EXTERMINATOR-ANN	42.00	
				7235592	7/31/2019	JUL 2019 - WESTERN EXTERMIN	121.00	
				7291341	7/31/2019	JUL 2019 - WESTERN EXTERMIN	26.00	
				7291343	7/31/2019	JUL 2019 - WESTERN EXTERMIN	211.00	
				7292698	7/31/2019	JUL 2019 - WESTERN EXTERMIN	42.00	
				7291345	7/31/2019	JUL 2019 - WESTERN EXTERMIN	46.50	
				7291340	7/31/2019	JUL 2019 - WESTERN EXTERMIN	82.50	
				7292699	7/31/2019	JUL 2019 - WESTERN EXTERMIN	151.50	
				7390126	8/31/2019	AUG 2019 - WESTERN EXTERMII	206.00	
				7390128	8/31/2019	AUG 2019 - WESTERN EXTERMII	211.00	
				7390133	8/31/2019	AUG 2019 - WESTERN EXTERMII	69.50	
				7390135	8/31/2019	AUG 2019 - WESTERN EXTERMII	151.50	
				7473298	9/30/2019	SEP 2019 - WESTERN EXTERMIN	26.00	
				7473301	9/30/2019	SEP 2019 - WESTERN EXTERMIN	206.50	
				7473302	9/30/2019	SEP 2019 - WESTERN EXTERMIN	99.00	3,963.00
85652 11/	85652 11/12/2019 00001280	001280	WILLDAN	00712901	8/26/2019	THUR 7/26/19 - CONTRACT NO 3.	6,120.00	
Nov	Voucher:			00712940	9/23/2019	THRU 08/30/19 - CONTRACT NO	12,580.00	18,700.00

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Bank:	: botw BAN	Bank: botw BANK OF THE WEST	EST	(Continued)				=	
Check #	Date	Vendor	i		Invoice	Inv Date	Description	Amount Paid	Check Total
85653	85653 11/12/2019 00000058	00000058	XEROX CORP		98136712	9/30/2019	COPIER LEASE AGRMNT - AUGU	311.31	
	Voucher:			<b>.</b> ,	97997571	9/30/2019	COPIER LEASE AGRMNT - AUGU	376.59	
				<b>J</b> ,	98136708	9/30/2019	COPIER LEASE AGRMNT - AUGU	827.43	
				5,	97997564	9/30/2019	COPIER LEASE AGRMNT - AUGU	109.33	
				<i>J,</i>	98094031	9/30/2019	COPIER LEASE AGRMNT - AUGU	188.63	
				<b>J</b> ,	97997565	9/30/2019	COPIER LEASE AGRMNT - AUGU	547.61	
				<i>5,</i>	98094032	9/30/2019	COPIER LEASE AGRMNT - AUGU	263.69	
				<b>J,</b>	97997566	9/30/2019	COPIER LEASE AGRMNT - AUGU	212.45	
				<b>J</b> ,	98118211	9/30/2019	COPIER LEASE AGRMNT - AUGU	223.04	
				<i>3,</i>	97997567	9/30/2019	COPIER LEASE AGRMNT - AUGU	212.39	
				3,	97997575	9/30/2019	COPIER LEASE AGRMNT - AUGU	212.45	
				<i>3,</i>	98136710	9/30/2019	COPIER LEASE AGRMNT - AUGU	263.69	
				<i>J,</i>	98094030	9/30/2019	COPIER LEASE AGRMNT - AUGU	564.87	
				<i>J</i> ,	98136709	9/30/2009	COPIER LEASE AGRMNT - AUGU	283.01	
				<i>J,</i>	97997570	9/30/2019	COPIER LEASE AGRMNT - AUGU	263.54	
				J,	97997573	9/30/2019	COPIER LEASE AGRMNT - AUGU	148.94	
				<i>3,</i>	98136711	9/30/2019	COPIER LEASE AGRMNT - AUGU	283.01	
				<i>3,</i>	97997568	9/30/2019	COPIER LEASE AGRMNT - AUGU	399.17	
				<i>J,</i>	97997574	9/30/2019	COPIER LEASE AGRIMNT - AUGU	225.15	
				<i>3,</i>	97997569	9/30/2019	COPIER LEASE AGRMNT - AUGU	222.97	6,139.27
85654	85654 11/12/2019 0006745	0006745	XTREME AUTOBODY		2034	9/26/2019	REMOVE DAMAGED WINDOW TI	250.00	250.00
-	Voucher:								
85655	85655 11/12/2019 00003442 Voucher:	00003442	YOUNGBLOOD & ASSOCIATES, IM022A	ASSOCIATES, IN	4022A	10/10/2019	PRE EMPLOYMENT POLYGRAPH	300.00	300.00

apChkLst 11/05/2019	5:21:46PM	M		Final C City of	Final Check List City of South Gate			Page: 22
Bank: 1	botw BANK	Bank: botw BANK OF THE WEST	EST (Continued)					
Check#	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
85656 1	85656 11/12/2019 00000062	00000062	ZIEGLER'S HARDWARE& SUPPL	SUPPLY08549	10/1/2019	<b>TOOL BOX LOCKS FOR UNIT 117</b>	17.62	
, S	Voucher			08513	9/19/2019	NETTING TO REPAIR GOLF COU	65.39	
				08526	9/24/2019	DOOR BELL BUTTON FOR JAIL E	7.71	
				08525	9/24/2019	HARDWARE SUPPLIES FOR ST [	52.77	
				08540	9/26/2019	KEYS FOR SEWER TRAILER	8.21	
				08501	9/17/2019	HARDWARE SUPPLIES FOR ST [	42.92	
				08506	9/18/2019	PLUMBING SUPPLIES TO FIX TO	12.12	
				08559	10/2/2019	PW YARD FAUCETS. MEN'S RES	33.02	
				08555	10/2/2019	HANDLES FOR STOP ON JAIL VA	5.50	
				08556	10/2/2019	WAXED RINGS FOR TOILETS IN	27.49	
				08565	10/3/2019	FACILITY MATERIALS	42.87	
				08572	10/7/2019	MATERIALS FOR FAUCETS AT PI	47.30	
				08584	10/9/2019	WATER HARDWARE	35.24	
				08535	9/28/2019	SHOP MATERIALS TO REPAIR W.	23.05	
				08547	9/30/2019	HARDWARE TO INSTALL NEW LF	54.24	
				08552 10/1/19	10/1/2019	MATERIALS TO REPAIR LEAKING	66.13	
				08551	10/1/2019	SUPPLIES AND HARDWARE TO F	21.28	
				08539	9/26/2019	FINANCE DEPARTMENT CABINE	39.62	
				08479	9/12/2019	STREET BANNER INSTALL	18.72	
				08499	9/17/2019	GRAFFITI DEPT. NEEDED WHIST	12.09	
				08592	10/10/2019	MOSQUITO SCREEN MATERIALS	27.43	660.72
46133195 10/30/2019 00004309 Voucher:	10/30/2019 Voucher:	00004309	AMERIFLEX	OCTOBER 2019	10/31/2019	OCTOBER 2019 - ACH DEBITS B	1,510.85	1,510.85
						Sub total for BANK OF THE WEST:	K OF THE WEST:	2,147,082.02
23.	3 checks ii	233 checks in this report.				Grand 1	Grand Total All Checks:	2,147,082.02

Void Checks

Bank code: botw

Check # Date 85533 11/12/2019

## WARRANT REGISTER FOR COUNCIL MEETING 11/12/2019

**PART Ila** 

apChkLst 10/17/2019	9 10:05:19AM	ЭАМ		Final C City of	Final Check List City of South Gate			Page: 1
Bank	Bank: botw BANK OF THE WEST	K OF THE W	EST					
Check #	Check # Date Vendor	Vendor		Invoice	Inv Date	Inv Date Description	Amount Paid	Check Total
85414	85414 10/17/2019 0012107	0012107	CALIFORNIA STATE DISBURSE Ben258459	Ben258459	10/17/2019	10/17/2019 CA STATE DISB. UNIT: PAYMENT	578.76	578.76
85415	Voucher: 85415 10/17/2019 00002138	00002138	FRANCHISE TAX BOARD	Ben258453	10/17/2019	10/17/2019 GARNISHMENT - FRANCHISE TA	206.10	206.10
85416	Voucher: 85416 10/17/2019 0009920	0009920	OCSE CLEARINGHOUSE SDU	Ben258461	10/17/2019	10/17/2019 GARNISHMENT - AR CHILD SUPF	324.00	324.00

553.85

553.85

10/17/2019 SPOUSAL SUPPORT-E. SENCION

Ben258457

SENCION, CARMEN

10/17/2019 PARS 11.87%: PAYMENT

U.S. BANK-PARS ACCT#67460225Ben258455

Voucher: 85418 10/17/2019 0008005

Voucher:

Voucher: 85417 10/17/2019 0008951

775.92

775.92

2,438.63

Sub total for BANK OF THE WEST:

2,438.63

Grand Total All Checks: 5 checks in this report.

Void Checks

Bank code: botw

(none)

## PART IIb

## WARRANT REGISTER FOR COUNCIL MEETING 11/12/2019

Page: 1 City of South Gate Final Check List 5:24:13PM 10/30/2019 apChkLst

Bank: botw BANK OF THE WEST

Check #	Check # Date Vendor	Vendor		Invoice	Inv Date	Inv Date Description	Amount Paid	Check Total
85422	85422 10/31/2019 0012107	0012107	CALIFORNIA STATE DISBURSEMIBen258942	AFBen258942	10/31/2019	10/31/2019 CA STATE DISB. UNIT: PAYMENT	578.76	578.76
85423	Voucher: 85423 10/31/2019 00002138	00002138	FRANCHISE TAX BOARD	Ben258936	10/31/2019	10/31/2019 GARNISHMENT - FRANCHISE TA	993.96	993.96
85424	Voucher: 85424 10/31/2019 0009920	0009920	OCSE CLEARINGHOUSE SDU	Ben258944	10/31/2019	10/31/2019 GARNISHMENT - AR CHILD SUPF	324.00	324.00
85425	Voucher: 85425 10/31/2019 0008951	0008951	SENCION, CARMEN	Ben258940	10/31/2019	10/31/2019 SPOUSAL SUPPORT-E. SENCION	553.85	553.85
85426	Voucher: 85426 10/31/2019 0008005	0008005	U.S. BANK-PARS ACCT#67460225Ben258938		10/31/2019	10/31/2019 PARS 11.87%: PAYMENT	775.92	775.92
	Voucher:					Sub total for BANK OF THE WEST:	OF THE WEST:	3,226.49

5 checks in this report.

Void Checks

3,226.49

Grand Total All Checks:

Bank code: botw

(none)

# WARRANT REGISTER FOR COUNCIL MEETING 11/12/2019

PART IIIa

Page: 1 City of South Gate Final Check List 12:03:53PM 10/22/2019 apChkLst

Bank	Bank: botw BANK OF THE WEST	<b>COF THE WI</b>	EST				
Check #	Check # Date Vendor	Vendor	Invoice	Inv Date	Inv Date Description	Amount Paid	Check Total
1770	1770 10/17/2019 00000004	00000004	NATIONWIDE RETIREMENT SOLLBen258463	10/17/2019	DEF COMP NATIONWIDE: PAYME	56,627.31	56,627.31
1771	Voucher: 1771 10/17/2019 00004836	00004836	SEIU LOCAL 721 CTW CLC-23900 Ben258465	10/17/2019	SEIU DUES: PAYMENT	3,192.00	3,192.00
1772	Voucher: 1772 10/17/2019 00000343	00000343	PUBLIC EMPLOYEES RETIREMEIBen258467	10/17/2019	PERS RETIREMENT: PAYMENT	228,756.39	228,756.39
1773	Voucher: 1773 10/17/2019 00001186	00001186	EMPLOYMENT DEVELOPMENT DBen258469	10/17/2019	SDI: PAYMENT	52,197.79	52,197.79
1774	Voucher: 1774 10/17/2019 00002370	00002370	INTERNAL REVENUE SERVICE Ben258471	10/17/2019	MEDICARE: PAYMENT	160,894.15	160,894.15
1775	Voucher: 1775 10/17/2019 00004996	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen258473	10/17/2019	10/17/2019 SEIU- COPE LOCAL 721 DEDUCT	49.00	49.00
1776	Voucher: 1776 10/17/2019 00004988	00004988	CHILD SUPPORT ON-LINE, STATEBen258475	10/17/2019	CHILD SUPPORT-ONLINE: PAYMI	2,485.15	2,485.15
	Voucher:				S. I. total for DANK OF THE WEST.	TOO WIE	EN4 201 70
					Sub total for DAN	A OF THE WEST.	50-1-02-1-00
	7 checks	7 checks in this report.	Į.		Grand	Grand Total All Checks:	504,201.79

Void Checks

(none)

Bank code: botw

7 checks in this report.

Page: 1

## PART IIIb

Page: 1

## WARRANT REGISTER FOR COUNCIL MEETING 11/12/2019

10:05:44AM 11/05/2019 apChkLst

Final Check List

City of South Gate

Bank	Bank: botw BANK OF THE WEST	K OF THE WI	EST				
Check #	Check# Date Vendor	Vendor	Invoice	Inv Date	Inv Date Description	Amount Paid	Check Total
1777	1777 10/31/2019 00000004	00000004	NATIONWIDE RETIREMENT SOLLBen258946	10/31/2019	DEF COMP NATIONWIDE: PAYME	49,301.53	49,301.53
1778	Voucher: 1778 10/31/2019 00004836	00004836	SEIU LOCAL 721 CTW CLC-23900 Ben258948	10/31/2019	SEIU DUES: PAYMENT	3,194.48	3,194.48
1779	Voucher: 1779 10/31/2019 00000343	00000343	PUBLIC EMPLOYEES RETIREMEIBen258950	10/31/2019	PERS RETIREMENT: PAYMENT	218,164.70	218,164.70
1780	Voucher: 1780 10/31/2019 00001186	00001186	EMPLOYMENT DEVELOPMENT DBen258952	10/31/2019	SDI: PAYMENT	50,457.73	50,457.73
1781	Voucher: 1781 10/31/2019 00002370	00002370	INTERNAL REVENUE SERVICE Ben258954	10/31/2019	10/31/2019 MEDICARE: PAYMENT	154,431.09	154,431.09
1782	Voucher: 1782 10/31/2019 00004996	00004996	SEIU-COPE LOCAL 721, LA/OC CI Ben258956	10/31/2019	10/31/2019 SEIU-COPE LOCAL 721 DEDUCT	49.00	49.00
1783	Voucher: 1783 10/31/2019 00004988 Voucher:	00004988	CHILD SUPPORT ON-LINE, STATEBen258958	10/31/2019	CHILD SUPPORT-ONLINE: PAYMI	2,485.15	2,485.15
					Sub total for BANK OF THE WEST:	OF THE WEST:	478,083.68

7 checks in this report.

Grand Total All Checks:

478,083.68

Void Checks

Bank code: botw

(none)

## WARRANT REGISTER SUMMARY CITY COUNCIL MEETING 11/12/2019

GRAND TOTAL	2,317,241.52
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(654,277.59)
LESS: VOIDS	(163,513.50)
SUB - TOTAL	3,135,032.61
TOTAL PART IIIb - PAYROLL WIRE TRANSFERS 10/31/19	478,083.68
TOTAL PART IIIa - PAYROLL WIRE TRANSFERS 10/17/19	504,201.79
TOTAL PART IIb - PAYROLL-RELATED CHECKS 10/31/19	3,226.49
TOTAL PART IIa - PAYROLL-RELATED CHECKS 10/17/19	2,438.63
TOTAL PART I - ACCOUNTS PAYABLE	2,147,082.02

### SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number <u>85414</u> to Warrant Number <u>85656</u> inclusive, totaling <u>\$2,147,082.02</u>. As listed on the accompanying Accounts Payable Warrant Register of <u>NOVEMBER 12, 2019</u> and approved as presented, with the exception of the following voided warrants:

83935	VEGA, LUIS	7/23/2019	47.00	LOST IN MAIL. WILL REISSUE
85196	LAW OFFICES OF PAYAM Y. POURSALIMI, APC	10/7/2019	162,500.00	PAYEE NAME NEEDED TO BE EXACT. REISSUED AS PRE-PAID
85147	SOUTH COAST A.Q.M.D.	10/8/2019	966.50	VENDOR SHOWS AS DUPLICATE CHECK
		1		
	GRAND TOTAL OF VOIDED CHECKS		163,513.50	
	CITY AUDITOR		CITY MANAGE	:R
			icki Au	1
		DIRECTO	R OF ADMINIS	TRATIVE SERVICES

Pursuant to action of the City Council on <u>November 12, 2019</u> at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.