



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, July 23, 2019 at 6:30 p.m.

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

CALL TO ORDER	Jorge Morales, Mayor
INVOCATION	Aldair Bardales, Chaplain of Boy Scout Troop 468
PLEDGE OF ALLEGIANCE	Eagle Scouts from Troop 468
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

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

III. Meeting Compensation Disclosure

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

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamations To Eagle Scouts From Troop 468 In Recognition For Attaining The Highest Rank In Scouting

The City Council will issue Proclamations to Eagle Scouts from Troop 468 in recognition for their outstanding achievement in attaining the highest rank in Scouting. (ADMIN)

Documents:

[ITEM 1 REPORT 072319.PDF](#)

2. Certificate Of Appreciation To Principal Rogelio Sanchez, Jr., In Recognition Of His Outstanding Leadership And Accomplishments

The City Council will present a Certificate of Appreciation to Principal Rogelio Sanchez, Jr., in recognition of his outstanding leadership and accomplishments in having a 100% graduation rate with a 94% acceptance rate to a college/university at Alliance Judy Ivie Burton Technology Academy High School. (ADMIN)

Documents:

[ITEM 2 REPORT 072319.PDF](#)

3. Certificates Of Appreciation To Police Officers Aaron Krisman And Arturo Macias For Their Life Saving Measures

The City Council will present Certificates of Appreciation to South Gate Police Officers Aaron Krisman and Arturo Macias in recognition of their life saving measures while assisting a severely injured resident. (PD)

Documents:

[ITEM 3 REPORT 072319.PDF](#)

4. Introduction Of The City's New And Promotional Full-Time Employees

The City Council will allow staff to introduce the new and promotional full-time employees hired or promoted between April 1, 2019 and June 30, 2019. (ADMIN SVCS)

Documents:

[ITEM 4 REPORT 072319.PDF](#)

V. Comments From The Audience

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

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

VI. Reports And Comments From City Officials

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

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

VII. Consent Calendar Items

Agenda Items **5, 6, 7, 8, 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.

5. Resolution Creating The Job Specification For The Position Of Executive Assistant To The Chief Of Police And Updating The Salary Pay Table

The City Council will consider adopting a **Resolution _____** amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to create the job specification for the position of Executive Assistant to the Police Chief in the Police Department and to update the appropriate salary pay table. (ADMIN SVCS)

Documents:

6. Resolution Authorizing Application, Submittal And Receipt Of SB 2 Planning Grants Program Funds To Streamline Housing Approvals And Accelerate Housing Production

The City Council will consider adopting a **Resolution** _____ authorizing application, submittal and receipt of Senate Bill No. 2 (Atkins), Planning Grants Program funds through the Department of Housing and Community Development for the preparation of plans and processes to streamline housing approvals and accelerate housing production. (CD)

Documents:

[ITEM 6 REPORT 072319.PDF](#)

7. Resolution Approving The City's Transit Services Division Title VI Program Update For The GATE

The City Council will consider: (PARKS)

- a. Adopting a **Resolution** _____ approving the City of South Gate Transit Services Division Title VI Program Update (Program Update) for the GATE Fixed Route Services, effective July 23, 2019; and
- b. Directing staff to submit and implement the Title VI Program Update.

Documents:

[ITEM 7 REPORT 072319.PDF](#)

8. Amendment No. 1 To Contract No. 3243 With West Coast Arborists, Inc., Extending Citywide Tree Maintenance Services For One Year

The City Council will consider: (PW)

- a. Approving Amendment No. 1 to Contract No. 3243 with West Coast Arborist, Inc., extending the term of the contract from August 1, 2019 through July 31, 2020 and increasing the contract amount by \$515,000 for Citywide Tree Maintenance Services; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 8 REPORT 072319.PDF](#)

9. This Item Was Removed From The Agenda.

10. Agreement With Inter-Sky Custom Skylights & Daylighting, Inc., For The Sports Center Roof Skylight Panel Replacement

The City Council will consider: (PW)

- a. Approving an Agreement (**Contract No.** _____) with Inter-Sky Custom Skylights & Daylighting, Inc., for the construction of the Sports Center Roof Skylight Panel Replacement, City Project No. 586-ARC (Project), in an amount not-to-exceed \$355,030;
- b. Transferring \$90,000 from the Building & Infrastructure Maintenance Fund, Account No. 524-460-61-9100 to Project Account No. 311-790-61-9460 to fully fund the Project;
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- d. Approving the Notice of Exemption (NOE) for the construction of the Project; and
- e. Directing the City Clerk to file the NOE with the Los Angeles County Registrar-Recorder's Office.

Documents:

[ITEM 10 REPORT 072319.PDF](#)

11. Concession Agreement With The South Gate Junior Athletic Association For Food Vending Services

The City Council will consider receiving and filing a new Concession Agreement (**Contract No.** _____) with the South Gate Junior Athletic Association to provide food vending services to South Gate Park patrons, for a term of three years. (PARKS)

Documents:

[ITEM 11 REPORT 072319.PDF](#)

12. Minutes

The City Council will consider: (CLERK)

- A. Approving the Regular Meeting and Special Meeting minutes of June 25, 2019;
- B. Approving the Special Meeting minutes of July 2, 2019; and
- C. Approving the Regular Meeting and Special Meeting minutes of July 9, 2019.

Documents:

[ITEM 12 REPORT 072319.PDF](#)

VIII. Reports, Recommendations And Requests

13. Resolution Establishing The South Gate Complete Count Committee For The 2020 Census And Appointing Members To Serve

The City Council will consider: (CD)

- a. Adopting a **Resolution** _____ establishing the South Gate Complete Count Committee (CCC) for the 2020 United States Census to increase awareness and increase census participation, and appointing members to serve on the CCC; and
- b. Approving the formation of a 2020 Census Steering Committee to help guide the decision making process of the South Gate Complete Count Committee, and approve recommended members to serve on the Steering Committee.

Documents:

[ITEM 13 REPORT 072319.PDF](#)

14. Warrant Register For July 23, 2019

The City Council will consider approving the Warrants and Cancellations for July 23, 2019. (ADMIN SVCS)

Total of Checks: \$1,818,538.54
Voids \$ (45,000.00)
Total of Payroll Deductions: \$ (260,840.56)
Grand Total: \$1,512,697.98

Cancellations: 83768

Documents:

[ITEM 14 REPORT 072319.PDF](#)

IX. Adjournment

Adjournment in memory of Espie Holguin, long time South Gate resident; Dr. Frank Meza; Henry Lozano, Chief of Staff for decades for former congressmen Ed Roybal and Xavier Becerra; and Cynthia Duprey, former longtime employee.

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted July 18, 2019 at 5:39 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

Item No. 1

JUL 17 2019

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

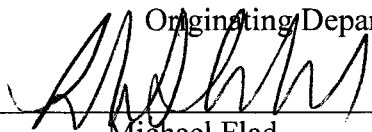
AGENDA BILL

11:15am

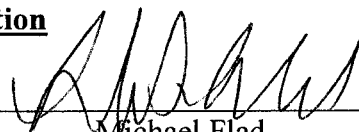
For the Regular Meeting of: July 23, 2019

Originating Department: Administration

City Manager: _____


Michael Flad

City Manager: _____


Michael Flad

SUBJECT: PROCLAMATIONS TO EAGLE SCOUTS IN RECOGNITION FOR ATTAINING THE HIGHEST SCOUTING RANK

PURPOSE: To recognize Eagle Scouts from Troop 468 for attaining the highest Scouting rank.

RECOMMENDED ACTION: Mayor Jorge Morales will issue Proclamations to Eagle Scouts from Troop 468 in recognition for their outstanding achievement in attaining the highest rank in Scouting.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: To earn the Eagle Scout rank, the highest rank in Scouting, a Boy Scout must fulfill requirements in the areas of leadership, service and outdoor skills. There are a total of seven ranks: Scout, Tenderfoot, Second Class, First Class, Star, Life and Eagle. To advance in ranks, a Boy Scout must pass required, specific tests and challenges. Not every boy who joins a Boy Scout Troop earns the Eagle Scout rank; only 4 percent of all Boy Scouts achieve the Eagle Scout rank. Nevertheless, the goals of Scouting, which are citizenship training, character development and personal fitness, remain important for all Scouts, whether or not they attain the Eagle Scout rank. The fact that a young man is an Eagle Scout continues to carry with it a special significance, not only in Scouting but also as he enters higher education, business or industry, and community service.

The City Council proudly acknowledges and commends the following Eagle Scouts for achieving the highest rank in Scouting due to their leadership traits, outstanding skills and dedicated community service:

Andrew Martinez
Joshua Murillo
Jose Bueno

Leonardo Lobato
Dandy Rios
Aldair Bardales

Brayden Wong-Lee
Jose Manuel Arce Borbon
Robert James Nevarez

ATTACHMENT: Eagle Scouts' detail.

Eagle Scouts	Merit Badges	Campouts	Eagle rank date
Andrew Martinez	32	42	March 8, 2018
Leonardo Lobato	36	21	September 13, 2018
Brayden Wong-Lee	42	43	October 25, 2018
Joshua Murillo	63	43	November 6, 2018
Dandy Rios	23	16	November 8, 2018
Jose Manuel Arce Borbon	36	40	January 24, 2019
Jose Bueno	27	23	April 25, 2019
Robert James Nevarez	36	23	June 20, 2019
Aldair Bardales	60	32	

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City of South Gate

Item No. 2

JUL 18 2019

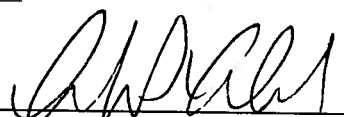
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
2:00pm

AGENDA BILL

For the Regular Meeting of: July 23, 2019
Originating Department: Administration

City Manager: 
Michael Flad

City Manager: 
Michael Flad

SUBJECT: CERTIFICATE OF APPRECIATION TO ROGELIO SÁNCHEZ, JR., IN RECOGNITION OF HIS LEADERSHIP AND ACCOMPLISHMENTS AT BURTON TECH

PURPOSE: This item was added to the Agenda at the request of Mayor Jorge Morales to recognize Principal Rogelio Sánchez, Jr., for his leadership and accomplishments at Alliance Judy Ivie Burton Technology Academy High School.

RECOMMENDED ACTION: Mayor Jorge Morales will present a Certificate of Appreciation to Principal Rogelio Sánchez, Jr., in recognition of his outstanding leadership and accomplishments in having a 100% graduation rate with a 94% acceptance rate to a college/university at Alliance Judy Ivie Burton Technology Academy High School.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: Alliance Judy Ivie Burton Technology Academy High School (Burton Tech) is located in South Los Angeles, is a nonprofit, independent start-up charter school, and a member school of Alliance College-Ready Public Schools. Burton Tech was founded in 2004 and educates more than 11,000 students a year with the simple belief that every student can graduate from high school and succeed in college.

Rogelio Sánchez, Jr., has been the Principal at Burton Tech for nearly six years and takes pride in maintaining a safe environment for the students and faculty. He helped establish a traffic crossing light at the corner of Burton Tech for the students' protection. Mr. Sánchez, Jr., is known to work tirelessly to connect all resources available to students and their parents in need of assistance. He is a South Gate resident, South Gate alumni, and has eight current staff members that are South Gate alumni.

Mayor Morales wishes to recognize Mr. Sánchez, Jr., for his outstanding leadership and accomplishments in having a 100% graduation rate with a 94% acceptance rate to a college/university.

ATTACHMENT: None.

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City of South Gate

Item No. 3

JUL 16 2019

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:10pm

For the Regular Meeting of: July 23, 2019

Originating Department: Police

Department Director:  City Manager: 
 Randall Davis Michael Flad

SUBJECT: CERTIFICATES OF APPRECIATION TO SOUTH GATE POLICE OFFICERS AARON KRISMAN AND ARTURO MACIAS

PURPOSE: This item was added to the Agenda at the request of Council Member Maria Davila to recognize Police Officers Aaron Krisman and Arturo Macias for their life saving measures.

RECOMMENDED ACTION: Mayor Jorge Morales will present Certificates of Appreciation to South Gate Police Officers Aaron Krisman and Arturo Macias in recognition of their life saving measures while assisting a severely injured resident.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: On June 1, 2016, South Gate Police Officers Aaron Krisman and Arturo Macias responded to a call of a severely injured resident on Madison Avenue. When both Police Officers arrived at the location they discovered that the man had been severely injured by a power saw. They saw he had cut his leg so severely that it also cut his femoral artery which caused significant blood loss and both officers acted quickly to save his life.

The Los Angeles County Fire Department (Fire Department) had not arrived at the scene so Officer Macias and Officer Krisman immediately started life saving measures. One of the Police Officers applied direct pressure to the open wound and the other Police Officer searched the immediate area and located a belt that he used as a tourniquet to limit the blood flow to the injured area. When the Fire Department arrived, they assumed medical care for the resident and transported him to a local hospital where he was treated for his injuries and eventually discharged home. There is no doubt that the composure and quick thinking that both Police Officers displayed during this critical incident played a key role in preventing the resident from lapsing into shock and possibly succumbing to his injury.

Although time has passed since this incident, Council Member Davila wants to recognize Police Officers Krisman and Macias for going above and beyond the call of duty to save this resident's life.

ATTACHMENT: None.

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City of South Gate
CITY COUNCIL

Item No. 4

JUL 1 - 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

4:20pm

For the Regular Meeting of: July 23, 2019
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: INTRODUCTION OF THE CITY'S NEW AND PROMOTIONAL FULL-TIME EMPLOYEES

PURPOSE: To introduce to the City Council the City's new and promotional full-time employees recently hired or promoted.

RECOMMENDED ACTION: Allow staff to introduce the new and promotional full-time employees hired or promoted between April 1, 2019 and June 30, 2019.

FISCAL IMPACT: None

ANALYSIS: None

BACKGROUND: Following is a list of new and promotional full-time city employees who were hired or promoted between April 1, 2019 and June 30, 2019:

Employee	Title	Department	Division	Original Hire Date	Promotion Date
Raquel Larios	Records Coordinator	City Clerk's	City Clerk's	03/01/07	04/28/19
John Rico	Assistant Engineer	Public Works	Engineering	05/28/19	
Hector Miranda	Water Service Rep I	Public Works	Water	08/11/15	06/09/19
Luis Hernandez	Park Facility Maintenance Worker	Parks & Recreation	Maintenance	11/27/17	05/12/19
John Dumandan	Grounds Maintenance Worker	Parks & Recreation	Maintenance	05/26/19	
Carlos Corella	Police Sergeant	Police	Patrol	09/22/03	06/09/19
Roman Amador	Police Lieutenant	Police	Patrol	12/29/03	06/09/19

ATTACHMENTS: None

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City of South Gate

Item No. 5

JUL 17 2019

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:40pm

AGENDA BILL

For the Regular Meeting of: July 23, 2019
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY AND POSITION CLASSIFICATION PLAN) TO CREATE THE JOB SPECIFICATION FOR THE POSITION OF EXECUTIVE ASSISTANT TO THE POLICE CHIEF IN THE POLICE DEPARTMENT AND TO UPDATE THE APPROPRIATE SALARY PAY TABLE

PURPOSE: To create the job specification for the position of Executive Assistant to the Police Chief in the Police Department and to update the appropriate salary pay table.

RECOMMENDED ACTION: Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to create the job specification for the position of Executive Assistant to the Police Chief in the Police Department and to update the appropriate salary pay table.

FISCAL IMPACT: Funding for this reclassification was approved and included in the FY 2019/20 budget in the salary and benefits accounts in the Police Administration Division (Account Numbers 100-501-21-5000 series).

ANALYSIS: None

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

Human Resources staff worked with the Police Department to create the classification and job specification for the position of Executive Assistant to the Police Chief.

Staff corresponded with the Professional and Mid-Management Association (PMMA) Board Members to inform them of the proposed changes and they were in agreement.

ATTACHMENT: Proposed Resolution (with new job specification & salary pay table)

RESOLUTION NO. _____

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO CREATE THE JOB SPECIFICATION FOR THE POSITION OF EXECUTIVE ASSISTANT TO THE POLICE CHIEF IN THE POLICE DEPARTMENT AND TO UPDATE THE APPROPRIATE SALARY PAY TABLE

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

WHEREAS, the reclassification of the position of Police Secretary to Executive Assistant to the Police Chief was approved and included in the Fiscal Year 2019/20 budget; and

WHEREAS, the City desires to create the job specification for the position of Executive Assistant to the Police Chief in the Police Department, as detailed in the proposed Class Specifications & Attributes, attached hereto as Exhibit "A;" and

WHEREAS, the City, in consultation with the Human Resources Division and key personnel in the Police Department, have determined that it is proper to create the job specification for the position of Executive Assistant to the Police Chief;

[Remainder of page left blank intentionally]

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

SECTION 1. The City Council hereby approves and adopts the proposed amendment to the City's Classification Plan to create the job specification for the position of Executive Assistant to the Police Chief in the Police Department.

SECTION 2. The City Council hereby approves and adopts the proposed job specification for the Executive Assistant to the Police Chief, attached hereto as Exhibit "A."

SECTION 3. The City Council hereby approves and adopts the proposed amended Professional and Mid-Management Association (PMMA) Salary Pay Table, effective July 23, 2019, attached hereto as Exhibit "B."

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 23th day July 2019.

CITY OF SOUTH GATE:

Jorge Morales, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas / *RSF*
Raul F. Salinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

EXECUTIVE ASSISTANT TO THE POLICE CHIEF

DESCRIPTION

Under general administrative direction, the Executive Assistant to the Police Chief performs a variety of highly responsible, specialized and confidential secretarial and clerical duties; acts as a liaison between the Office of the Police Chief and City departments; coordinates daily office activities, serves as the Secretary to the Commission for South Gate Youth and other meetings as needed; and performs related duties as required.

CLASS CHARACTERISTICS

The Executive Assistant to the Police Chief is a single classification that supports and performs various executive level administrative functions related to the Police Department.

SUPERVISION RECEIVED

Works under the general supervision of the Police Chief.

SUPERVISION EXERCISED

May supervise part-time employees, student workers and volunteers, as assigned.

ESSENTIAL FUNCTIONS

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

Provides administrative support to the Police Chief; assists with special projects as assigned; compiles information for sensitive reports and evaluations; assists in preparing comprehensive reports; prepares minutes of meetings; utilizes a high degree of independent judgment and initiative in performing highly complex technical and responsible functions of the office while maintaining the confidentiality required.

Relieves the Police Chief of administrative and clerical tasks, including maintaining the calendar of Police Department activities, meetings and various events; coordinating department events, employee promotion and recognition ceremonies, and activities with other City departments, the public and outside agencies. Makes travel arrangements for the Police Chief when traveling to meetings, training and conferences.

Processes, tracks and monitors department injury on duty claims.

Serves as the Secretary to the Commission for South Gate Youth and other meetings as needed.

Screens visitors and telephone calls directed to the Police Chief; screens and distributes department mail; responds to requests for information and assistance; resolves complaints and interprets and explains policies and procedures; ensures the appropriate distribution and release of confidential and sensitive information; exercises considerable independent judgment in providing and making referrals to the proper party.

Communicates with other supervisors and departments; prepares and obtains documents and information which may be needed in the course of conferences or meetings; creates and maintains personnel records and confidential files.

Operates a variety of office equipment including a computer, scanner, typewriter, photo copier, facsimile machine and calculator; uses various computer applications and software packages; develops, enters data, maintains and generates reports from database or network systems.

Maintains and prepares department payroll, recommends improvements in workflow, procedures and use of equipment and forms; processes the Police Chief's credit card statement for payment; handles the department's petty cash; maintains records of all department-issued credit cards; orders supplies for the Police Department's Administration Division.

Composes letters and memoranda in accordance with known policies or on the basis of brief instruction; arranges meetings and schedules; directs and review the work of other employees when assigned.

QUALIFICATIONS

Education and Experience

Graduation from high school or satisfactory equivalent; completion of college level related courses or completion of a related college degree is highly desirable. Five or more years of increasingly responsible and varied secretarial or administrative assistant experience in a municipal government setting which involved project management responsibilities and public contact.

License/Certification/Special Requirements

Possession of a valid California Class C Driver's License and a satisfactory driving record is required at time of appointment and throughout employment in this position.

Special Requirements

Ability to attend special City events and meetings on weekends, evenings and holidays, as required. Ability to work extended hours, as needed and/or required. Applicants must be able to provide proof of right to work in the United States; background, fingerprinting, polygraph examination, and medical clearance required.

Knowledge, Skills, and Abilities

Knowledge of: Organization and function of City government; organization, procedures, policies, rules and operating details of the City; principles and practices of budget administration; methods and techniques of researching and compiling data for reports and presentations; modern office practices; business correspondence, filing systems and standard office operations; methods, procedures and standards for public sector accounting, record keeping, file maintenance and records management; personal computer operation and related software applications; customer service and customer relations practices and principles; English usage, spelling, grammar and punctuation; principles and practices of sound business communications; safe work methods and safety regulations.

Ability to: Perform a variety of advanced, moderately complex, and lead level administrative support work with speed and accuracy; use good judgment in handling highly sensitive and/or confidential matters with discretion and maintain the privacy of such information; anticipate needs and plan ahead using initiative; perform highly responsible administrative and secretarial tasks with independence and initiative; analyze administrative and technical problems and implement effective courses of action toward resolving problems; deal tactfully and courteously with internal and external customers; operate a variety of office equipment including computers and applicable software at an intermediate to advanced level; perform assigned duties within established guidelines; establish and maintain effective working relationships with all levels of management, employees, the public and others encountered in the course of work; understand and follow oral and written directions and procedures; work effectively with a small group or individually; provide excellent customer service; skillfully and safely operate a motor vehicle when required in the course of performing work duties.

Skills: Type at a corrected rate of at least forty (40) words per minute; work independently; maintain composure and confidentiality; work effectively in a high-pressure environment with changing priorities; organize and manage complex administrative and technical services with minimum supervision; understand and apply relevant rules, ordinances, codes, regulations, administrative orders, and other governing regulations; write professional reports and correspondence from brief instructions; enter data with high levels of accuracy and productivity; prioritize multiple tasks, projects and demands; communicate effectively verbally and in writing.

ADDITIONAL INFORMATION:

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

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

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to operate, finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors. Incumbents are not substantially exposed to adverse environmental conditions.

EXECUTIVE ASSISTANT TO THE POLICE CHIEF
Created July 2019

Salary Pay Table
South Gate Professional and Mid-Management Employees
Effective 07-23-2019

Exempt Classifications		Step A	Step B	Step C	Step D	Step E
609	RECREATION SUPERVISOR	5,655	5,938	6,235	6,547	6,874
613	CUSTOMER SERVICE SUPERVISOR	5,982	6,282	6,596	6,925	7,272
615	CODE ENFORCEMENT SUPERVISOR	6,082	6,386	6,705	7,040	7,392
621	SENIOR ACCOUNTANT	6,827	7,168	7,527	7,903	8,298
623	SENIOR PLANNER	7,028	7,379	7,748	8,135	8,542
626	EQUIP. MAINTENANCE SUPERINTENDENT	7,333	7,700	8,085	8,489	8,913
629	ELECTRIC & GEN MAINT SUPERINTENDENT	8,288	8,702	9,138	9,594	10,074
629	STREET & SEWER SUPERINTENDENT	8,288	8,702	9,138	9,594	10,074
630	WATER DIVISION MANAGER	9,294	9,758	10,246	10,759	11,297
631	SENIOR CIVIL ENGINEER	9,126	9,583	10,062	10,565	11,093

Non-Exempt Classifications		Step A	Step B	Step C	Step D	Step E
601	ADMINISTRATIVE ASSISTANT	4,804	5,044	5,296	5,561	5,839
601	ASSISTANT PLANNER	4,804	5,044	5,296	5,561	5,839
601	MANAGEMENT ASSISTANT	4,804	5,044	5,296	5,561	5,839
606	HOUSING & GRANTS ANALYST	5,099	5,354	5,621	5,902	6,197
610	MANAGEMENT ANALYST	5,732	6,018	6,319	6,635	6,967
610	ADMINISTRATIVE ANALYST	5,732	6,018	6,319	6,635	6,967
610	ADMINISTRATIVE SERVICES COORDINATOR	5,732	6,018	6,319	6,635	6,967
610	BUDGET & PAYROLL ANALYST	5,732	6,018	6,319	6,635	6,967
611	TRAINING SPECIALIST	5,760	6,048	6,351	6,668	7,002
612	CRIME ANALYST	5,801	6,091	6,396	6,716	7,052
613	PURCHASING SUPERVISOR	5,982	6,282	6,596	6,925	7,272
615	ASSISTANT ENGINEER	6,082	6,386	6,705	7,040	7,392
619	SENIOR ADMINISTRATIVE ANALYST	6,631	6,963	7,311	7,676	8,060
622	ASSOCIATE ENGINEER	6,976	7,325	7,691	8,075	8,479
624	TECHNICAL SERVICES MANAGER	7,098	7,453	7,826	8,217	8,628
625	INFORMATION SYSTEMS ADMINISTRATOR	7,098	7,453	7,826	8,217	8,628
632	FAMILY VIOLENCE PROGRAM COORDINATOR	6,498	6,823	7,164	7,522	7,898
850	POLICE SECRETARY (CONF)	4,947	5,194	5,454	5,726	6,013
851	EXECUTIVE ASSISTANT TO POLICE CHIEF	5,898	6,192	6,502	6,827	7,168
851	EXECUTIVE ASSISTANT TO CITY ATTY (CONF)	5,898	6,192	6,502	6,827	7,168
851	EXECUTIVE ASSISTANT (CONF)	5,898	6,192	6,502	6,827	7,168
851	EXECUTIVE ASSISTANT TO CITY MGR (CONF)	5,898	6,192	6,502	6,827	7,168

Exempt Classification (Pending Further Analysis)		Step A	Step B	Step C	Step D	Step E
602	ECONOMIC DEVELOPMENT SPECIALIST	4,922	5,168	5,426	5,698	5,982
614	ACCOUNTANT	6,043	6,345	6,663	6,996	7,346
617	POLICE RECORDS MANAGER	6,505	6,830	7,171	7,530	7,906
623	SENIOR ECONOMIC DEVELOPMENT SPECIALIST	7,028	7,379	7,748	8,135	8,542
628	SENIOR ENGINEER	8,014	8,415	8,836	9,278	9,742
633	CITY TRAFFIC ENGINEER	9,583	10,062	10,565	11,093	11,648

RECEIVED

Item No. 6

JUL 17 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:05pm

AGENDA BILL

For the Regular Meeting of: July 23, 2019

Originating Department: Community Development

Department Director:


Joe Perez

City Manager:


Michael Flad

SUBJECT: RESOLUTION AUTHORIZING APPLICATION, SUBMITTAL AND RECEIPT OF SB 2 PLANNING GRANTS PROGRAM FUNDS THROUGH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

PURPOSE: To adopt a Resolution enabling the City to apply for \$310,000 in non-matching, non-competitive SB 2 Planning Grants Program funds through the State Department of Housing and Community Development. These grant funds are to be used in the preparation of plans and processes to streamline housing approvals and accelerate housing production.

RECOMMENDED ACTIONS: Adopt Resolution authorizing application, submittal and receipt of Senate Bill No. 2 (Atkins), Planning Grants Program funds through the Department of Housing and Community Development for the preparation of plans and processes to streamline housing approvals and accelerate housing production.

FISCAL IMPACT: None.

ALIGNMENT WITH COUNCIL GOALS: This Resolution will allow the City to continue to create and protect strong sustainable neighborhoods by ensuring the City has plans and policies in place to attract and create desirable development, and maintain and improve neighborhoods to achieve a livable community.

ANALYSIS: The purpose of this grant is to receive technical assistance planning grant funds under the State Department of Housing and Community Development (HCD) SB 2 (Chapter 364, Statutes of 2017) Planning Grants Program (PGP). The PGP is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and lead to the acceleration of housing production.

Funding Available

The PGP allocates funds based on population, and the City is eligible for \$310,000 with no match requirement. The funds are currently available as part of a "Year 1" noncompetitive, over-the-counter (OTC) basis; however, applicants must meet several threshold requirements, including Housing Element Compliance, pursuant to Government Code Section 65585. Grant funds must be expended by June 30, 2022, and will be awarded to jurisdictions that submit applications starting this summer. The deadline to apply for these funds is November, 2019. Funding will be disbursed upon the completion of an application

and including an adopted Resolution by the City Council, authorizing application, submittal and receipt of the funds (Attachment A).

Staff has reviewed the grant threshold requirements and confirmed with HCD technical assistance staff that the City meets all of the threshold requirements and is able to submit an application to receive funding. The threshold requirements include:

- Have an HCD-compliant housing element.
- Have submitted a recent Annual Progress Report.
- Demonstrate a nexus to accelerating housing production.
- Demonstrate that the applicant is consistent with State Planning Priorities (Government Code Section 65041.1) or other planning priorities.

Eligible Activities

The grant funds will be utilized for:

- Developing process that improve and expedite local planning and permitting projects, consistent with SB 35 Streamlining Provisions.
- Updating planning documents including general plans, community plans, specific plans, and sustainable community strategies.
- Updating Zoning Ordinances to streamline housing production.
- Conducting environmental analyses that eliminate the need for project- specific review.

Upon City Council adoption of the proposed Resolution, staff will proceed with the application for the SB 2 Planning Grants Program.

BACKGROUND: In 2017, Governor Brown signed 15 housing bills to address the State's housing shortage and high housing costs. The approval included the Building Homes and Jobs Act (SB 2), which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. Because the number of real estate transactions recorded in each county will vary from year to year, the revenues collected will fluctuate.

The State is currently in Year 1 (2019) of the funding cycle which is intended to fund planning grants (50%) and homelessness programs (50%). There is approximately \$123 million available to all local governments in California under Year 1 SB 2 planning grants. Homeless grants are only available to Counties. Year 2 (2020) and beyond will include funding for locally administered affordable housing (70% of funds) and State Administered affordable housing (30% of funds).

The Year 1 funding is intended to provide funding and technical assistance to all local government in California to help cities and counties prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.

ATTACHMENTS:

- A. Proposed Resolution
- B. SB 2- Notice of Funding Availability (NOFA)
- C. Draft- SB 2 Planning Grants Application

RESOLUTION NO. ____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AUTHORIZING APPLICATION, SUBMITTAL AND
RECEIPT OF SENATE BILL NO. 2 (ATKINS), PLANNING GRANTS
PROGRAM FUNDS THROUGH THE DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT FOR THE PREPARATION OF PLANS
AND PROCESSES TO STREAMLINE HOUSING APPROVALS AND
ACCELERATE HOUSING PRODUCTION**

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated March 29, 2019, for its Planning Grants Program (“PGP”); and

WHEREAS, the City Council of the City of South Gate (“City”) desires to submit a project application for the PGP to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and Senate Bill No. 2 (Atkins. Building Homes and Jobs Act) (SB 2) Planning Grants Program Guidelines released by the Department for the PGP; and

WHEREAS, the Department is authorized to provide up to \$1.2 million under the SB 2 PGP from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code Section 50470 et. Seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP; and

WHEREAS, the funds will be distributed on an “over the counter”, non-competitive basis and do not require a funding match or other fiscal impact from the City.

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

SECTION 1. The City Council hereby authorizes and directs the City Manager, or his designee, to apply for and submit to the Department the 2019 Planning Grants Program Application released March 29, 2019, in the amount of \$310,000, for the preparation of plans and processes to streamline housing approvals and accelerate housing production.

SECTION 2. The City Council hereby authorizes the City Manager, or his designee, to enter into, execute, and deliver a State of California Standard Agreement (“Standard Agreement”) in the amount of \$310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP Grant, the City’s obligations related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

SECTION 3. The City Council hereby acknowledges that the City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP Guidelines published by the Department. Funds are to be used for allowable expenditures specifically identified in the Standard Agreement. The PGP Application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the PGP Application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the PGP Application, as approved by the Department, and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Council hereby authorizes and directs the City Manager, or his designee, to execute the City’s Planning Grants Program Application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant, subject to review by the City Attorney and attestation by the City Clerk.

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

PASSED, APPROVED and ADOPTED this 23rd day of July 2019.

CITY OF SOUTH GATE:

By: _____
Jorge Morales, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas / 184
Raul F. Salinas, City Attorney

**PLANNING GRANTS PROGRAM (SB 2, 2017)
2019 NOTICE OF FUNDING AVAILABILITY**



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Ben Metcalf, Director
Department of Housing and Community Development**

**Zachary Olmstead, Deputy Director
Department of Housing and Community Development
Division of Housing Policy Development**

2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>

Email: sb2planninggrant@hcd.ca.gov

March 29, 2019

Table of Contents

I.	Introduction	1
II.	Program Summary.....	1
III.	Program Timeline	2
IV.	Funding Available	2
V.	Eligible Applicants.....	3
VI.	Eligible Activities	3
VII.	Eligible Uses	4
VIII.	Threshold Requirements.....	5
IX.	NOFA Application Workshops	7
X.	Application Submission Requirements.....	7
XI.	Application Review Process.....	7
XII.	Applicant Notification	8
XIII.	Award Letter and Standard Agreement.....	8
XIV.	Appeals.....	8
XV.	Right to Modify or Suspend.....	9

2019 NOTICE OF FUNDING AVAILABILITY SB 2 PLANNING GRANTS PROGRAM

I. Introduction

The Department is releasing this Notice of Funding Availability (NOFA) for approximately \$123 million to make funding available to all local governments in California under the Senate Bill 2 (SB 2) Planning Grants Program (PGP). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production.

The PGP is authorized by Health and Safety Code sections [50470 et seq.](#) (Chapter 364, Statutes of 2017, ([SB 2](#))). Funding is subject to the December 2018 [Planning Grants Program Guidelines](#) (hereinafter referred to as the “Guidelines”), which includes detailed information on eligibility requirements, conditions, and procedures for awarding funds.

II. Program Summary

SB 2 (2017) is part of a [15 bill housing package](#) aimed at addressing the state’s housing shortage and high housing costs. Specifically, SB 2 established a permanent source of revenue intended to increase the affordable housing stock in California.

PGP grants are funded through 50 percent of the revenues collected during the first calendar year (January through December, 2018). The PGP program is a one-time component of SB 2 that, among other provisions, provides financial and technical assistance to local governments to update planning documents in order to:

- Accelerate housing production;
- Streamline the approval of housing development affordable to owner and renter households at all income levels;
- Facilitate housing affordability, particularly for all income groups;
- Promote development consistent with the State Planning Priorities; and
- Ensure geographic equity in the distribution and expenditure of allocated funds

The Department, in conjunction with the Governor’s Office of Planning and Research, will provide technical assistance to localities pursuant to the provisions set forth in Article VII, Section 700(a) through (e) of the Guidelines. For further information, contact the Department at sb2planninggrant@hcd.ca.gov for details regarding local technical assistance.

Please refer to the Guidelines for other administrative provisions not summarized in this NOFA.

III. Program Timeline

Pursuant to Section 500(a) of the Guidelines, funds will be initially available to eligible applicants on a noncompetitive, over-the-counter (OTC) basis. Applications will be accepted over an eight-month period, commencing from the date of the release of this NOFA (Section 500(b) of the Guidelines). See Table 1 below for the projected timeline for awards for the initial OTC period.

Table 1: *Projected Timeline for Awards for OTC Applications*

Event	Date(s)
NOFA release	March 28, 2019
NOFA-Application Workshops / Webinar Period	April 1 - May 1, 2019
Final due date for OTC applications	November 30, 2019
Supplemental round	TBD
Anticipated end of grant term	June 30, 2022

The Department anticipates awards in 2-3 month intervals, depending on the volume of applications, and reserves the right to make adjustments to the projected timeline at any time. If OTC funds are not fully awarded at the end of the eight-month period, the Department may extend the final OTC application due date or consider a supplemental funding round (Section 500(g) of the Guidelines). During any supplemental round, top priority will be given to localities that have not submitted a previous request for funding. All other applicants may be subject to competitive scoring criteria during any supplemental round (Section 500(g)(2) of the Guidelines).

IV. Funding Available

The Department determined maximum award amounts for large, medium, and small localities, based on population estimates from the Department of Finance (DOF). Table 2 below shows the minimum and maximum awards available pursuant to Article IV, Section 400 of the Guidelines. Applicants can view maximum award amounts for all jurisdictions [here](#).

Table 2: *Minimum and Maximum Award Amounts*

All Localities	Large Localities – Defined as ≥ 200,000 people	Medium Localities – Defined as 60,000 to 200,000 people	Small Localities – Defined as ≤ 60,000 people
Minimum award amount:	Maximum award amount:	Maximum award amount:	Maximum award amount:
\$25,000	\$625,000	\$310,000	\$160,000

For a link to the 2018 DOF Population Estimates, E-5, see: <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>

Applicants seeking partnerships with other local governments will be additive. For example, two large localities could submit a proposal for up to \$1.25 million; three small localities up to \$480,000, etc. Note: All applicants, including those who are forming partnerships, must submit separate, complete and signed application packages, pursuant to section X of this NOFA, to the Department in order to be awarded funds.

V. Eligible Applicants

Pursuant to Article II, Section 200 of the Guidelines, eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect on land-use or development within the locality. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria.

Multi-jurisdictional partnerships between local governments are encouraged in order to coordinate with regional governments, leverage regional and state investment, promote consistency with the sustainable communities strategy, and affirmatively further fair housing.

Note: All localities must pass the Threshold Criteria as stated in section VIII of this NOFA. To ensure compliance with section VIII, all applicants, including those who are forming partnerships, must submit separate, complete and signed application packages, including resolutions, to the Department in order to be awarded funds.

VI. Eligible Activities

Applicants proposing Priority Policy Areas, as defined in section VIII of this NOFA, are automatically deemed to accelerate housing production without any documentation or demonstration to the Department.

Pursuant to Article III, Section 300 of the Guidelines, a variety of planning documents, planning activities and strategies, are considered eligible activities and must demonstrate a nexus to accelerating housing production, which may include:

- (1) Updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans;
- (2) Updates to zoning ordinances;
- (3) Environmental analyses that eliminate the need for project-specific review;
- (4) Local process improvements that improve and expedite local planning;
- (5) A smaller geography with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;
- (6) The creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017);
- (7) Workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017);

- (8) Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018);
- (9) Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
- (10) Rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability;
- (11) Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
- (12) Pre-approved architectural and site plans;
- (13) Regional housing trust fund plans;
- (14) SB 2 funding plans;
- (15) Infrastructure financing plans;
- (16) Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production; and
- (17) Other planning activities demonstrating a nexus to accelerating housing production.

Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production.

As part of the PGP program, HCD, in coordination with the Governor's Office of Planning and Research (OPR), will work with a team led by Placeworks to provide technical assistance (TA) to applicants throughout the application period. The TA team will work closely with regions, sub-regions, and counties to help jurisdictions identify activities and provide tools that will accelerate housing production. For further information, contact the Department at sb2planninggrant@hcd.ca.gov for details regarding local technical assistance.

VII. Eligible Uses

Pursuant to Article III, Section 302 of the Guidelines, grant funds shall be used for the costs of preparing and adopting the proposed activity. Subcontracting is allowable under conditions set forth in Section 302(c) of the Guidelines. Pursuant to Section 302(b) of the Guidelines, grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the proposed activity. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement.

Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible

(Section 601(c) of the Guidelines).

Refer to Section 301 of the Guidelines for a list of all ineligible activities.

VIII. Threshold Requirements

In accordance with Article II, Section 201 of the Guidelines, all applicants must meet the following threshold requirements:

- (1) **Housing element compliance:** The applicant must have a housing element that has been adopted by the jurisdiction's governing body by the date the applicant submits the application package, and is subsequently determined to be in substantial compliance with state housing element law pursuant to Gov. Code Section 65585 by the time of award. A jurisdiction's current housing element compliance status can be obtained by referencing the Department's website at <http://www.hcd.ca.gov/community-development/housing-element/index.shtml> or emailing the Department at sb2planninggrant@hcd.ca.gov. For more information on housing element requirements, please contact Paul McDougall at paul.mcdougall@hcd.ca.gov.

Pursuant to Section 201(a)(2) of the Guidelines, applicants not meeting housing element requirements may be considered to meet this threshold requirement at the discretion of the Department on a case by case basis by applying factors such as significant progress in meeting housing element requirements (e.g., a draft found to meet statute, rezoning near completion), proposing activities to meet housing element requirements (e.g., rezoning to accommodate housing needs pursuant to Gov. Code Section 65583(c)(1)) and adoption of a compliant element prior to the award of funds.

- (2) **Annual Progress Report (APR) on the housing element:** The applicant must submit the APR to the Department, as required by Gov. Code section 65400, for the current or prior year by the date the applicant submits the application package.
- (3) **Nexus to accelerating housing production:** The applicant must propose and document plans or processes that accelerate housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing supply and affordability. An application not utilizing Priority Policy Areas must include an explanation and documentation of the nexus plans or processes impact on accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see Attachment 2 in the Application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

Applicants proposing Priority Policy Areas do not require a nexus demonstration and are automatically deemed to accelerate housing production without any documentation. Pursuant to Section 102(q) of the Guidelines, Priority Policy Areas means any of the following:

- (a) **Rezone to Permit By-right**: Rezoning for significant additional housing capacity without, or lesser, discretionary review, or establishing zoning to permit residential development by-right, particularly multifamily, without discretionary action pursuant to Government Code Section 65583.2(h) and (i).
- (b) **Objective Design and Development Standards**: Developing objective design standards or pre-approved site and architectural plans that facilitate non-discretionary permitting.
- (c) **Specific Plans or Form based Codes Coupled with CEQA Streamlining**: Designating and rezoning for additional housing capacity or preparing specific plans or form codes that include zoning and development standards and plan-level environmental analysis that can be used to streamline future housing projects and facilitate affordability.
- (d) **Accessory Dwelling Units (ADU) or Other Low-Cost Building Strategies**: Encouraging ADUs and other low-cost building types through actions above state law such as, outreach, fee waivers, pre-approved plans, website zoning clearance assistance, and other homeowner tools or finance tools. Also, establishing other approaches to intensify existing lower density residential areas and "missing model" typologies to encourage significantly more residential development (e.g., duplexes, triplexes) in lower density residential areas.
- (e) **Expedited Processing**: Speeding up approvals and permit processing, including instituting programs that streamline or consolidate the review process or create a separate process for expedited review of housing projects.
- (f) **Housing Related Infrastructure Financing and Fee Reduction Strategies**: Develop and implement approaches to local, regional or sub-regional housing related infrastructure financing. Create plans and programs to finance and increase infrastructure with accompanying enhanced housing capacity, such as enhanced infrastructure financing districts. Fee reduction and rationalization approaches, such as reassessing fees to adhere to best practices in reducing costs, deferrals, sliding scales or proportionate impacts fees (e.g., ADUs, transit oriented, and infill development, special needs housing), or fee transparency measures including publically available fee calculators.

Note: HCD will be rolling out best practice toolkits and technical assistance in these topic areas over the course of 2019.

Note: If the applicant is proposing only Priority Policy Areas ((PPA), as defined in section VIII, subsection (3) of the NOFA), do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of the application.

- (4) **State Planning and Other Planning Priorities:** Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities.

Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Attachment 1 in the Application).

IX. NOFA Application Workshops

The Department will hold workshops and a webinar to review the PGP NOFA and application, and will be conducting technical assistance to aid applicants throughout the OTC period. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department's [SB 2 Planning Grants webpage](#), or [register here](#).

X. Application Submission Requirements

In order to be eligible for grant funding, an applicant must submit a complete, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis for an eight-month period anticipated to end **November 30, 2019**. Note: All localities must pass the threshold criteria as stated in section VIII of this NOFA. To ensure compliance with section VIII, all applicants, including those who are forming or have formed partnerships, must submit separate, complete and signed application packages, including resolutions, to the Department in order to be awarded funds.

The Department will only accept applications through a postal carrier service that provides date stamp verification confirming delivery to the Department's office, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. No facsimiles, late applications, incomplete applications, application revisions, electronically submitted, or walk-in application packages will be accepted. All applications must be submitted to the Department at the following address:

**Department of Housing and Community Development
Division of Housing Policy Development / Land Use Planning Unit
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml#forms>.

XI. Application Review Process

Each application will first be reviewed for completeness, threshold eligibility requirements, and accuracy. In order to be considered complete, an application must contain all requested information and supporting documentation. All applications must also meet the eligibility and threshold requirements as specified in this NOFA and the

Guidelines. If the application is ineligible, it will not be considered for funding. Applicants may resubmit their applications prior to the November 30, 2019 deadline. All applicants not meeting the eligibility and threshold requirements will be informed within 60 days from the date the Department receives the application.

XII. Applicant Notification

Applicants will be notified within 60 days of the Department's receipt of their application regarding the status of their application and/or if any additional information is required (Section 500(e)) of the Guidelines). Applicants will receive an official letter of award after the Department approves funding recommendations (Section 500(f) of the Guidelines).

XIII. Award Letter and Standard Agreement

Successful applicants will receive an Award Letter from the Department and will be awarded funds through the Standard Agreement process that will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the SB 2 Planning Grants Program Standard Agreement.

XIV. Appeals

(1) Basis of Appeals:

- (a) Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Director pursuant to this Section.
- (b) No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, point score, award, denial of award, or any other related matter.

(2) Appeals Process and Deadlines:

- (a) Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833
sb2planninggrant@hcd.ca.gov

The Director will accept appeals delivered through a carrier service such as

the U.S. Postal Service, UPS, Fed Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

(b) **Filing Deadline.** Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

(3) **Decision:**

Any request to amend the Department's decision shall be reviewed for compliance with the December 2018 Guidelines and the March 29, 2019 NOFA. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

(4) **Effectiveness:**

In the event that the statute and/or guidelines governing the PGP program contain an existing process for appealing decisions of the Department with respect to NOFA awards made under such programs, this Section shall be inapplicable and all appeals shall be governed by such existing authority.

XV. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email list here: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

ATTACHMENT C



City of South Gate

SB 2 Planning Grants Application - Draft July 23, 2019

		Task	Estimated Cost
Priority Policy Activities	1. Rezone to permit by-right		\$ -
	2. Objective design and development standards	a. Develop affordable housing prototype designs	\$ 40,000
		a. Gateway Specific Plan	
	3. Specific Plans or form based codes coupled with CEQA streamlining	- Invoiced since March 28th	\$ 2,015
		- Remainder of Project	\$ 18,967
		- Planning Contract	\$ 14,532
		b. Specific plan implementation	
		- Gateway Specific Plan	\$ 26,260
		- Hollydale Specific Plan	\$ 26,260
	4. Accessory Dwelling Units or other low-cost building strategies	- Tweedy Specific Plan	\$ 26,260
- CEQA requirements		\$ 10,200	
5. Expedited Processing	a. ADU educational workshops for the community	\$ 15,000	
	a. Modernize and improve permitting processes		
	- Replace outdated permitting system with an electronic permitting system		
	- Enhance web platform for municipal code, zoning code, and informational documents		
	b. Physical improvements to processing center		
6. Housing related infrastructure financing and fee reduction strategies	- Public kiosks for project submittal and access to public records	\$ 185,500	
	- Plan review/conference room equipped with large monitors and wireless technology		
	- Enhanced customer service counters with new technology		
	- Expanded and improved customer terminals		
	- Better check-in, permit processing, and planning technology (tablets)		
	a. Review permit fee schedule (possible feed deductions)	\$ 15,000	
Non-Priority Policy Activities	b. Create financial incentive plans for housing development		
	- Affordable housing incentive study	\$ 30,000	
	- Student housing incentive zoning study		
	c. Affordable housing financing plans prototype	\$ 20,000	
1. Inclusionary Housing	a. Inclusionary housing program development	\$ 44,040	
2. Studies	a. Opportunity studies - housing sites	\$ 15,000	
	b. Under-utilized sites study	\$ 15,000	
	c. Land cost / land acquisition and feasibility study	\$ 15,000	
	d. Revisions to parking requirements	\$ 15,000	
		Total (All Activities)	\$ 534,034
		Total (Prioritized Activities)	\$ 309,994

Remaining Balance Calculation	
Maximum Funding Availability	\$ 310,000
Prioritized Activities	\$ 309,994
TOTAL REMAINING	\$ 6

¹ This table is an inventory of proposed activities for the Senate Bill 2 Grant Application. It is likely to change as new activities are proposed by staff and new research is conducted to estimate costs.

² Bolded dollar amounts represent the costs for activities declared as priorities by staff and are subject to change.



RECEIVED

Item No. 7

JUL 15 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:30am

AGENDA BILL

For the Regular Meeting of: July 23, 2019
Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:



Michael Flad

SUBJECT: CITY'S TRANSIT SERVICES DIVISION TITLE VI PROGRAM UPDATE

PURPOSE: To update the City's Transit Services Division Title VI Program with Federal Standards regarding Civil Rights Protection for the GATE Fixed Route Services.

RECOMMENDED ACTIONS:

- a. Adopt Resolution approving the City of South Gate Transit Services Division Title VI Program Update (Program Update) for the GATE Fixed Route Services, effective July 23, 2019; and
- b. Direct staff to submit and implement the Title VI Program Update.

 **FISCAL IMPACT:** There is no fiscal impact to the General Fund. The Title VI Program Update is required for the City to receive Local Return funds from Metro. Most of the Title VI Program requirements are met by existing City practices, so staff is not expecting this update to generate any additional costs to the Transit Program through its implementation.

ANALYSIS: The City has strict policies against discrimination and already complies with the Civil Rights Act and other federal anti-discrimination laws. The proposed Title VI Program Update simply establishes these policies in a format required by the Federal Government before an agency can receive grant funding from certain Federal Grant Programs. The City's Transit Services Division is one of the primary recipients of these grants. Failure to approve a qualifying compliance Title VI Program Update would make the City ineligible to receive the grant funds. The proposed update includes only one minor change from the existing Title VI Program approved three years ago.

BACKGROUND: Title VI, 42 U.S.C. § 2000d et seq., was enacted as part of the Civil Rights Act of 1964. It prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. As part of the requirements for receiving Local Return funds from Metro to operate the GATE Fixed Route Services, the City's Transit Services Division has been required to complete an update and implement its existing Civil Rights Protection Program. The proposed Title VI Program Update includes reporting on activities during the last three years, reporting steps that the City is taking to ensure fair and equitable access to services and provides a reporting program to ensure that these efforts continue and remain effective throughout future years.

Two significant components of the reporting program are the Public Outreach Policy and the Language Assistance Program. The Public Outreach Policy establishes how the City will ensure an inclusive

public process in making decisions related to transit services. Steps are included that ensure that notices, program information and public input encourage participation by all segments of the community and that individuals or specific groups of residents are not excluded or disproportionately impacted by methods of dissemination or locations of meetings.

The Language Assistance Program (LAP) ensures that the City is providing appropriate assistance to those individuals with Limited English Proficiency (LEP). For the community, this focuses primarily on those who may only speak Spanish or may speak some English, but not comfortably. City staff and the City Transit Contractor are well equipped to deal with the bilingual nature of the constituency. However, the LAP requires that the organization continually look at other potential LEP groups. For South Gate, this includes a significant portion of the population who read or write at less than a 5th grade level therefore, whether in English or Spanish, a written notice or sign may not communicate its message.

In staff's review of the reporting program over the past three years, they found that the City has not received formal complaints regarding our compliance with the Title VI policy.

ATTACHMENTS: A. Proposed Resolution
B. City's Transit Services Division Title VI Compliance report

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, APPROVING THE CITY OF SOUTH GATE TRANSIT
SERVICES DIVISION TITLE VI PROGRAM UPDATE FOR THE GATE
FIXED ROUTE SERVICES, EFFECTIVE JULY 23, 2019**

WHEREAS, the City of South Gate (“City”) has a strong commitment to promoting and supporting equal treatment and access to services within its community and by its residents; and

WHEREAS, to be eligible for Federal Transportation Administration and METRO grant funds, the City must have an approved compliance plan for Title VI of the Civil Rights Act of 1964 (“Act”) in accordance with the provisions of 49 CFR Part 21, of Title VI Regulations, of the United States Department of Transportation; and

WHEREAS, staff has completed the attached City of South Gate Transit Services Division Title VI Program Update for the GATE Fixed Route Services in compliance with the requirements of Title VI Regulations containing both verification of the City’s Transit Division’s current practices as adequate to ensure equal and fair public access to its services and a recommended program to ensure future compliance with this Act;

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

SECTION 1. The City Council hereby approves the City of South Gate Transit Services Division Title VI Program Update for the GATE Fixed Route Services attached hereto as Exhibit “A”, effective July 23, 2019.

SECTION 2. The Director of Parks & Recreation is hereby authorized to submit the City of South Gate Transit Services Division Title VI Program Update, as required, to the Los Angeles County Metropolitan Transit Authority (Metro).

[Remainder of page left blank intentionally.]

SECTION 3. The Director of Parks & Recreation is hereby authorized to implement Title VI of the Civil Rights Act of 1964.

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 23rd day of July, 2019.

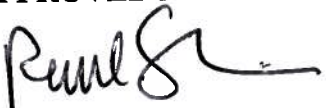
CITY OF SOUTH GATE:

Jorge Morales, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

Exhibit "A"



City of South Gate

Transit Services Division

Title VI Program Update

TABLE OF CONTENTS

I Introduction.....	3
II General Requirements	
Annual Title VI Certifications and Assurances.....	4
Notification of Beneficiaries of Protection Under Title VI.....	4
Title VI Complaint Procedure.....	7
Recording Title VI Investigations, Complaints, and Lawsuits.....	9
Membership of Non-Elected Committees and Councils.....	10
III Inclusive Public Participation	11
Opportunities for Public Participation.....	11
Public Outreach Efforts.....	11
Next Steps	14
IV Language Assistance Plan	15
Four Factor Analysis.....	16
Language Assistance Measures.....	18
Training Staff	19
Providing Notice to LEP Persons.....	19
Monitoring and Updating LEP Plan.....	19
V Service Policies and Standards.....	20
Vehicle Assignment Policy	20
Vehicle Load	21
Vehicle Headways.....	21
Service availability	21
Transit Amenities.....	21
VI Environmental Justice.....	23
VII Other Program Specific Requirements and Contact.....	25
VIII Board Adoption of Policy	25

Effective July 23, 2019

I INTRODUCTION

The City of South Gate Transit Division has updated its Title VI Program as required by the Federal Transit Administration (FTA) and to further ensure that the level and quality of South Gate Transit's fixed route and demand-response services are provided pursuant to Title VI of the Civil Rights Act of 1964. That is:

"No person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. 2000d)

The City of South Gate Transit Division, as a recipient of federal financial assistance, will ensure full compliance with Title VI of the Civil Rights Act of 1964, as amended and related statutes and regulations in all City of South Gate Transit Division programs and activities. The City of South Gate Transit Division provides, without regard to race, color, national origin, sex, age, disability or income level:

1. Transit services and benefits that are available and equitably distributed;
2. A level and quality of transit services that are sufficient to provide equal access and mobility for all persons;
3. Opportunities to participate in the transit planning and decision making processes; and,
4. Fair decisions on the location of transit services and facilities.

These objectives are the basis for the City of South Gate Transit Division's Title VI program. The program that follows was updated in conformance with FTA C 4702.1B (October 1, 2012). The new guidance in this circular integrates the responsibilities to Limited English Proficient (LEP) Persons into the programs and activities developed under the Title VI regulations (49 CFR Part 21) to recipients of federal financial assistance.

This program contains all of the elements required of a transit provider operating in an urbanized area of 200,000 or less in population and operating less than fifty vehicles in peak service. It is City of South Gate Transit Division's second Title VI Program and is effective as of July 23, 2019. It has been prepared using data from the most recent 2010 U.S. Census.

Effective July 23, 2019

II GENERAL REQUIREMENTS


1. Annual Title VI Certifications and Assurances

The City of South Gate Transit Division will submit its annual Certifications and Assurances to the Federal Transit Administration each year in accordance with the requirement to do so within 90 days from the date of the publication of the notice in the Federal Register or with the first grant application, whichever comes first.

2. Notification of Beneficiaries of Protection Under Title VI

In compliance with 49 CFR Section 12.9 (d), the City of South Gate Transit Division has provided information to the public regarding its Title VI obligations and appries members of the public of the protection against discrimination afforded to them by Title VI on an on-going basis. This statement of nondiscrimination on the basis of race, color, national origin, sex, age, disability, ethnic group, or sexual orientation has been made available on the Transit Division's website, on bus cards in all Transit Division vehicles, in Title VI brochures, and on all printed route guides and schedules. The notice also includes contact information for requesting details on the Transit Division's Title VI obligations and the complaint procedure. The notice is in English and Spanish. The dissemination of these notifications began with the effective date of this policy.

TITLE VI BUS SIGN (installed in all vehicles)



City of South Gate Transportation Division NOTICE OF CIVIL RIGHTS

The City of South Gate Transportation Division (City) operates its programs and services without regards to race, color or national origin in accordance with Title VI of the Civil Rights Act. In addition to Title VI the City also prohibits discrimination based on sex, age, disability, ethnic group, or sexual orientation. Any person who believes that he or she has been aggrieved by any unlawful discriminatory practice may file a complaint with the City. For more information on the City's civil rights program and the procedures to file a complaint, please contact the City using the information listed below.

.....

La División de Transportación de la Ciudad de South Gate (Ciudad) maneja sus programas y servicios sin considerar la raza, color u orígenes nacionales de la persona en acuerdo con el Título VI del Acta de los Derechos Civiles. Adicionalmente con el Título VI la Ciudad también prohíbe discriminación basado en el sexo, edad, incapacidades, grupo étnico, u orientación sexual. Cualquier persona que crea que ha sido agredido por cualquier discriminación ilegal puede poner una queja con la Ciudad. Para más información del programa de la Ciudad sobre los derechos civiles y el proceso para hacer una queja, por favor comuníquese con la Ciudad a la información proveía adjunto.

Phone / Teléfono: (323) 563-5774	Mall / Correo: City Clerk's Office
F.Mall: cavalos@sogate.org	8650 California Avenue
	South Gate, 90280

City of South Gate Transit Services Division - 9520 Hildreth Avenue - South Gate, CA 90280

Effective July 23, 2019

TITLE VI POLICY IN ROUTE GUIDES AND SCHEDULES

"GET AROUND TOWN EXPRESS"
Eastside Route

City of South Gate
The GATE
 Get Around Town Express

Transit Division
 9520 Hildreth Ave
 South Gate, Ca 90280

Service provided by Global Transportation, Inc. Last Issues call (310) 715-5774

Service hours: M-F: 6:00 a.m. - 7:00 p.m.
 Sat: 8:00 a.m. - 5:00 p.m.

16 Stops:
 1. Transfer point to Westside Route
 2. Firestone Blvd / Southern Ave
 3. Twedy Blvd
 4. Karmont Ave
 5. Gardendale St
 6. Main St
 7. Industrial Ave
 8. Industrial Ave
 9. Gardendale St
 10. Karmont Ave
 11. Southern Ave
 12. Firestone Blvd
 13. Firestone Blvd / Southern Ave
 14. Firestone Blvd / Southern Ave
 15. Firestone Blvd / Southern Ave
 16. Firestone Blvd / Southern Ave

\$500 per ride. South Gate Phone - A - Ride Card holders ride FREE (Must present valid card at time of boarding). TAP CARDS ARE NOT ACCEPTED AS FARE.

The City of South Gate Transportation Division (City) operates its programs and services without regard to race, color or national origin in accordance with Title VI of the Civil Rights Act. In addition to Title VI the City also prohibits discrimination based on sex, age, disability, ethnic group, or marital status. For more information on the City's civil rights program and the procedures to file a complaint, please contact the City using the following information: Phone: (323) 863-5774 Email: Cavalon@woodwardclark.com City of South Gate, 9520 Hildreth Ave, South Gate, CA 90280

English

"GET AROUND TOWN EXPRESS"
Eastside Route

City of South Gate
The GATE
 Get Around Town Express

Transit Division
 9520 Hildreth Ave
 South Gate, Ca 90280

Service provided by Global Transportation, Inc. Last Issues call (310) 715-5774

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 7. Industrial Ave
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 9. Gardendale St
 10. Karmont Ave
 11. Southern Ave
 12. Firestone Blvd
 13. Firestone Blvd / Southern Ave
 14. Firestone Blvd / Southern Ave
 15. Firestone Blvd / Southern Ave
 16. Firestone Blvd / Southern Ave

\$500 per ride. South Gate Phone - A - Ride Card holders ride FREE (Must present valid card at time of boarding). TAP CARDS ARE NOT ACCEPTED AS FARE.

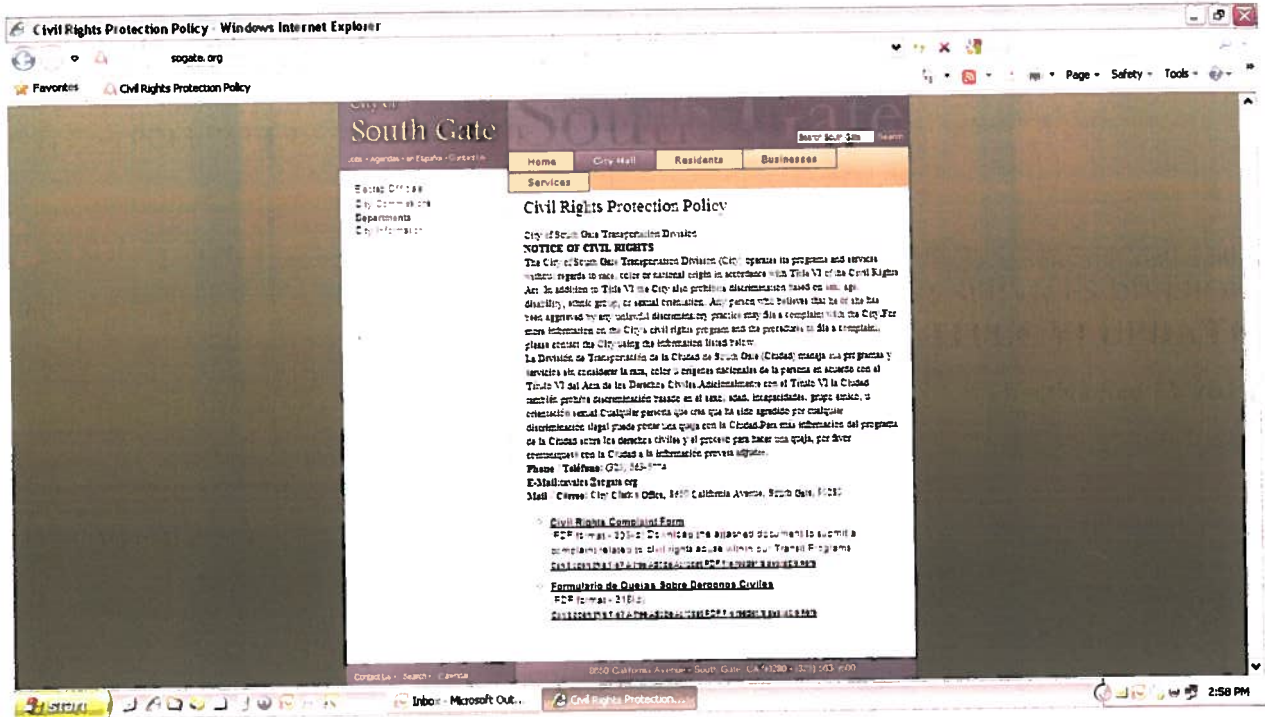
La División de Transportación de la Ciudad de South Gate (Ciudad) maneja sus programas y servicios sin considerar la raza, color u origen nacional de los usuarios en acuerdo con el Título VI del Acto de los Derechos Civiles, con el Título VI la Ciudad también prohíbe discriminación basada en el sexo, edad, discapacidad, grupo étnico, u afiliación marital. Para más información del programa de la Ciudad sobre las tarjetas civiles u el proceso para hacer una queja, por favor, comuníquese con la Ciudad. Teléfono (323) 863-5774 - Correo electrónico: Cavalon@woodwardclark.com Ciudad de South Gate, 9520 Hildreth Ave, South Gate, CA 90280

Spanish

City of South Gate
TRANSIT SERVICES DIVISION
TITLE VI UPDATE

Effective July 23, 2019

TITLE VI POLICY ON WEBSITE



City of South Gate Transit Services Division - 9520 Hildreth Avenue - South Gate, CA 90280

Effective July 23, 2019

3. Title VI Complaint Procedure

In order to comply with 49 CFR Section 21.9 (b), the following complaint procedure will be followed by the City of South Gate Transit Division in the event that any person believes that he or she, individually, or as a member of any specific class of persons, has been excluded from participation in, been denied the benefits of, or been subjected to discrimination on the basis of race, color, national origin, sex, age, sexual orientation, disability or income level with regard to:

- the availability and equitable distribution of transit services and benefits;
- the level and quality of transit services that are sufficient to provide equal access and mobility for all persons;
- the opportunity to participate in the transit planning and decision making processes; and
- the right to fair decisions on the location of transit services and facilities.

The complaint will be made in writing to the City of South Gate through the City Clerk's Office and will include all information relevant to a determination of discrimination. A complaint must be filed within six (6) months after the alleged discrimination. In cases where the complainant is unable or incapable of providing a written statement, the City Clerk's staff will, if necessary, assist the person in converting verbal complaints to writing and will interview the complainant. The complainant or his/her representative will sign all complaints.

All complaints will be logged by the City Clerk and forwarded to the Transit Divisions Civil Rights Officer, (currently the Deputy Director of Parks & Recreation). After review of the complaint, which will include, but not be limited to, interviewing the complainant, witnesses and all appropriate Transit Division personnel, review of video or audio recordings if available, review of Transit Division policies and service standards, the Civil Rights Officer will make a determination of discrimination. If it is found that discrimination did not occur, the complainant will be notified in writing and the procedure will be terminated. Notification will occur within ten (10) days of the original submission of the complaint. At that time the complainant will be advised of their right to challenge the decision of the Civil Rights Officer by submitting a written request for a hearing before the City Manager within five (5) days of the receipt of the determination.

If after the Civil Rights Officer's review of the complaint, it is found that discrimination may have occurred, a formal hearing will be held before the City Manager. The claimant will be notified of this determination within ten (10) days of the submission of the complaint. The hearing will occur within five (5) days and will be attended by the City Manager, the Civil Rights Officer, the complainant and the appropriate Transit Division personnel. Following the hearing the City Manager will make a final determination. The complainant will be notified of this determination in writing within ten (10) days of the hearing. If justified, appropriate remedial action will be taken. The City Manager's decision will be considered final.

The following two (2) documents are the complaint forms – in English and Spanish.

**City of South Gate
TRANSIT SERVICES DIVISION
TITLE VI UPDATE**

Effective July 23, 2019



City of South Gate
ESTABLISHED 1950 • 9520 HILDRETH AVENUE • SOUTH GATE, CA 90280
 (323) 563-1444 • FAX (323) 563-1444
 www.cityofsouthgate.org

Civil Rights Complaint Form

Title VI of the 1964 Civil Rights Act and related nondiscrimination statutes and regulations require that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of South Gate also prohibits discrimination based on sex, age, disability, ethnic group, or sexual orientation.

In addition to utilizing the Civil Rights complaint process with the City of South Gate, a Complainant may file a Title VI complaint concerning race, color or national origin discrimination with the Federal Transit Administration (FTA), Office of Civil Rights, Region IX, 201 Mission Street, Suite 1650, San Francisco, California 94105-1839. A Complainant may file an Americans with Disabilities Act (ADA) complaint with the FTA, Director, FTA Office of Civil Rights, East Building - 5th Floor, TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. Complainants may also contact the FTA ADA Assistance Line, 1-888-446-4511 (Voice) or through the Federal Information Relay Service, 1-800-877-8339 or by electronic mail at FTA.ADAAssistance@dot.gov. The FTA ADA Complaint form is available at <http://www.fta.dot.gov/doing-bus/12875-1-511-3-11>.

The following information is necessary to assist us in processing your complaint. Should you require assistance, please let us know.

Complete and return this form to: City of South Gate, City Clerk's Office, 8650 California Avenue, South Gate, CA 90280

- Complainant's Name: _____
- Address: _____
- City: _____ State: _____ Zip Code: _____
- Telephone Number (home): _____ (business): _____
- Person discriminated against (if someone other than the Complainant):
 Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____

- Which of the following best describes the reason you believe the discrimination took place? Was it because of your:
 - a. Race
 - b. Color
 - c. National Origin
 - d. Sex
 - e. Age
 - f. Disability
 - g. Sexual Orientation

- What date did the alleged discrimination take place? _____

- In your own words, describe the alleged discrimination. Explain what happened and whom you believe was responsible. Please use additional sheets if more space is required.

- Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? Yes: No:

- If yes, check each box that applies:
- Federal agency Federal court State agency
 State court Local agency

- Please provide information about a contact person at the agency/court where the complaint was filed.
 Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____

- Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Complainant's Signature _____ Date _____

For information in another language please call (323) 563-9510 or go to www.sogate.org.
 Spanish version of previous sentence.



City of South Gate
ESTABLISHED 1950 • 9520 HILDRETH AVENUE • SOUTH GATE, CA 90280
 (323) 563-1444 • FAX (323) 563-1444
 www.cityofsouthgate.org

Civil Rights Complaint Form

El Título VI de la Acta de Derechos Civiles de 1964 (Title VI of the 1964 Civil Rights Act) u otros estatutos y regulaciones referente a la no discriminación, requieren que ninguna persona sea excluida de participar o ser negada beneficios a servicios, o ser discriminado bajo cualquier programa o actividad que recibe asistencia financiera federal basado sobre su sexo, edad, incapacidad, grupo étnico o orientación sexual.

Además de utilizar el proceso de quejas de Derechos Civiles de la Ciudad de South Gate, un querallante puede poner un queja Título VI (Title VI) referente a raza, color de piel, u origen nacional con la Administración Federal de Transito (Federal Transit Administration (FTA)), Office of Civil Rights, Region IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105-1839. El querallante puede poner un queja con la organización de Acta de Americanos con Incapacidades (ADA), dirigiéndose al FTA Director, FTA Office of Civil Rights, East Building - 5th Floor, TCR, 1200 New Jersey Avenue SE, Washington DC 20590. Querallantes pueden dirigirse a la línea de asistencia, (FTA ADA Assistance Line), 888-446-4511, para los que tienen problemas con audición, pueden llamar al Federal Information Relay Service, 800-877-8339, o por correo electrónico a FTA.ADAAssistance@dot.gov. El Formulario de Queja FTA ADA, está disponible en la página web: <http://www.fta.dot.gov/doing-bus/12875-1-511-3-11>.

La siguiente información es necesaria para asistirle en el procedimiento de su queja. Déjenos saber si necesita ayuda.

Llene y regrese este formulario a: City of South Gate, City Clerk's Office, 8650 California Avenue, South Gate, CA 90280

- Nombre del Querallante: _____
- Domicilio: _____
- Ciudad: _____ Estado: _____ Zona Postal: _____
- Telefono (Casa): _____ (Negocio): _____
- Información de la persona discriminada (Si es alguien mas que el querallante):
 Nombre: _____
 Domicilio: _____
 Ciudad: _____ Estado: _____ Zona Postal: _____

- a. Raza b. Color de Piel c. Origen Nacional
 d. Sexo e. Edad f. Incapacidad
 g. Orientación Sexual

- ¿Cual fue la fecha del presunto acto de discriminación?? _____

- En tus propias palabras, describe el presunto acto de discriminación. Explica que paso y quien usted piensa fue responsable. Por favor use hojas adicionales si requiere más espacio.

- ¿Has presentado documentación de esta queja con cualquier otra agencia federal, estatal, o local; o con una corte federal o estatal?? Si: No:

- Si contestaste si, marca las casetillas que apliquen:
- Agencia Federal Corte Federal Agencia Estatal
 Corte Estatal Agencia Local

- Por favor provea la información sobre una persona para contactar en la agencia/corte adonde fue presentada la queja.
 Nombre: _____
 Domicilio: _____
 Ciudad: _____ Estado: _____ Zona Postal: _____

- Por favor firme abajo. Usted puede agregar cualquier material por escrito o información que usted piense sea pertinente a su queja.

Firma del Querallante _____ Fecha _____

City of South Gate Transit Services Division - 9520 Hildreth Avenue - South Gate, CA 90280

City of South Gate
TRANSIT SERVICES DIVISION
TITLE VI UPDATE

Effective July 23, 2019

If the City Manager finds that discrimination did not occur, the complainant will be notified of that disposition and will advise the complainant of their right to submit their complaint to the Federal Transit Administration for further investigation.


Complaint forms are available in both English and Spanish on the City of South Gate Transit Division website. The forms are also available at the City of South Gate Transit Division office upon request. The general complaint procedure is available on both the website and in the Title VI brochures, both in English and Spanish. The detailed complaint procedure noted above will be made available to members of the public upon request. Provision will be made for persons with limited English proficiency.

4. Recording Title VI Investigations, Complaints, and Lawsuits

In order to comply with 49 CFR Section 12.9 (b) the City of South Gate Transit Division will prepare and maintain a list of any active investigations conducted by the Transit Division or any other entities other than the FTA, lawsuits, or complaints naming the City of South Gate Transit Division and/or its subcontractor(s) that allege discrimination on the basis of race, color, or national origin.

This list will include:

- the date the investigation, lawsuit, or complaint was filed;
- a summary of the allegation(s);
- the status of the investigation, lawsuit, or complaint; and
- actions taken by the Transit Division or subcontractor in response to the investigation, lawsuit, or complaint.

 Title VI Investigations, Complaints, and Lawsuits - Log sheet					
Name of complainant	Date of complaint	Details of complaint	Date report was submitted	Follow up date	Was the matter resolved ? Yes No

Effective July 23, 2019

The City of South Gate Transit Division does not currently have any open complaints, investigations or lawsuits alleging discrimination on the basis of race, color, or national origin and has not had any complaints received within the past three years.

5. Membership of Non-Elected Committees and Councils

The City of South Gate Transit Division does not have an appointed Commission and the South Gate City Council, an elected body, serves as the decision making body on all Transit matters. No table of advisory committee make up is required.

6. City Council's Resolution Approving Title VI Program

On July 23, 2019 at the regular meeting of the South Gate City Council, this Title VI Program was approved as well as its continuing plan to provide meaningful access to all the City of South Gate Transit Division services and programs.

7. Provision of Additional Information to the FTA

The City of South Gate Transit Division will provide the Federal Transit Administration (FTA) additional information upon request. Such information may be related to, but not limited to, investigation of complaints of discrimination or to resolve concerns about possible noncompliance with Title VI.

In addition, the City of South Gate Transit Division will submit an updated Title VI Program to LACMTA (Metro) once every three (3) years.

III INCLUSIVE PUBLIC PARTICIPATION

The City of South Gate Transit Division's public participation strategy offers early and continuous opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions. Engagement of the public in service planning and development is at the forefront of a responsive operation.

The Transit Division's ongoing public participation planning ensures that:

- Potentially affected community members will have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and/or health and their ability to participate in life supporting activities;
- The public's contribution will influence the Transit Division's decision making;
- The concerns of all persons and groups participating in the process will be considered in the decision-making process; and
- South Gate Transit will seek out and facilitate the involvement of those potentially impacted.

The City of South Gate Transit Division uses a variety of communication mechanisms to ensure that all populations, those residing in minority census tracts and those living in non-minority census tracts, persons with low-income, persons with disabilities, and persons with limited English proficiency have an opportunity to participate in service development and changes.

Meeting and Information Access Accommodations

The City of South Gate covers only 7.5 square miles and is well covered with public transportation options. Most Transit Services hearings and decisions take place at regularly scheduled City Council meetings which take place in South Gate City Hall. This facility serves well for providing public access as it is centrally located to all parts of the City and is served by several bus lines. These facilities are fully ADA accessible and include translation and audio visual equipment to assist with LEP populations.

For public outreach meetings, used to communicate possible program changes and to receive public feedback, additional public facilities are used including the City's Westside Resource Center, Hollydale Resource Center, South Gate Sports Center and the Margaret Travis Senior Center. These facilities are well distributed throughout the City to provide easy walking distance to one of the facilities for every resident. Once again, these facilities being publicly owned and operated through the City's Parks & Recreation Department are ADA accessible and have strong community recognition.

The City also maintains good relationships with many of our local organizations and practices a "go to them" outreach policy sending transit staff out to attend meetings of local organizations to bring transit updates and receive feedback from any location where interested residents may gather. These include many independent community groups that meet in city operated facilities, but also groups who may meet in school facilities, local churches and occasionally, private homes.

Effective July 23, 2019

Opportunities for Public Participation

Service and Fare Changes

Although the City of South Gate Transit Division does not anticipate making any service changes in the immediate future, the following are examples of when the public participation plan will be put in place:

- A new or revised fare is introduced or the method of collecting fares is changed
- A new route is introduced or a reconfiguration of an existing route is proposed
- A route is proposed for elimination
- The frequency of service is modified or the days and hours of service are proposed to be changed

All of the above instances would result in the full public participation process. Minor adjustments to a schedule or route would be posted thirty days in advance of any change.

Fares have not changed since the service was instituted in June of 2010. In the event that a fares change was proposed, steps similar to the ones outlined below would be used:

- One month prior to hearing date

- Notice of the intent to change fares listed on City website (English/Spanish)
- Notice of Public Hearing as Posters in English/Spanish on all vehicles
- Notice of Public Hearing as Posters in English/Spanish in all City facilities
- Distribution of Notice to all groups and individuals in stakeholder database

- 15 days prior to Hearing Date

- Legal notice in newspaper
- Email Blast through PIO Media Center

- 1 week prior to Hearing Date

- City Council Agenda is posted on City Website and at various City facilities in compliance with the Brown Act. Proposed rate change is listed under Public Hearings section.

- Public Hearing

- Held at City Hall as part of a regular City Council meeting, Spanish translation provided
- City Hall is centrally located in a city of only 7.5 square miles and is within one block of stops for both the City's GATE bus and the County's METRO bus system.

Transit Enhancements

The opportunity for the public participation plan to be activated would occur when improvements are being considered that would support the delivery of services. Examples would include:

- Installation of bus stop benches and shelters
- Changes to vehicles or operating equipment
- Establishing new policies for use of services

Public input would be sought in a manner appropriate to the nature of the changes and their potential impacts. Public outreach through the various methods indicated would be used to notify the public of the Transit Division's intent. If warranted, public input meetings would be held and, if needed, an advisory committee formed to gather and evaluate information and input. Surveys may also be conducted, either on-board or at drop-in locations.

Public Outreach Efforts

Depending on the type of service change that is contemplated a variety of means are employed to encourage public participation. The measures taken are targeted to overcome linguistic, institutional, cultural, economic, historical, or other barriers that may prevent minority and low-income people and populations, persons with disabilities and persons with limited English proficiency from effectively participating in the Transit Division's decision making process.

The potential for a change/enhancement to service/fares is a result of carefully evaluated data by appropriate South Gate Transit staff and our contracted service provider. The data collection will not only include ridership and financial analysis but recaps of community conversations and recommendations with targeted groups or organizations. A proposal is then developed internally and presented to the City Manager or South Gate City Council, depending on the extent and nature of the proposed changes. Once the proposal is accepted, the proposal will proceed to the public comment period.

Public outreach meeting locations, dates and times will be determined with consideration of the proposed changes and their impact on specific locations/populations within the South Gate Transit service area. The following will be considered in establishing those locations:

- Convenience and accessibility for minority, persons with disabilities and LEP communities;
- Size of venue should provide for meaningful dialogue; and
- Invite community organizations to help support public engagement strategies.

As many communication opportunities as possible should be used to seek public input. Methods will include:

- notices on buses in both English and Spanish;

Effective July 23, 2019

- handouts to passengers (English and Spanish);
- legal ads in newspapers;
- news stories in City publications;
- notices on the website (English and Spanish);
- distribution of notices to advocates for various special interest groups followed by meetings when appropriate and at convenient and accessible locations for different populations (i.e: South Gate Senior Center, Hollydale Senior Housing, Human Services Association – Westside Service Center, South Gate Adult School);
- providing handouts at public meetings; and,
- Spanish speaking employees at meetings available to translate for persons with limited English proficiency.

Once the public comment period ends, all comments will be consolidated and then a careful evaluation of all comments will be considered. A final recommendation will be made to the City Council for their final decision.

Significant public outreach was conducted as part of a transit services needs assessment beginning in 2006 which lead to the eventual development of the fixed route service which began operations in July of 2010. Over the past three years, the City has conducted public outreach in the following ways:

- Public comments and complaints regarding service and fare structure are received regularly at our Transit Division office. The Transit Division office's location and phone number are well publicized.
- Comment forms are provided on all buses.
- Twice per year Transit Staff holds an outreach at our Senior Center providing information about our transit programs and soliciting comments and feedback.

Next Steps

Although the City of South Gate Transit Division's public participation plan will be consistently applied, it is recognized that on-going public participation would benefit the organization. Transit staff will actively seek to engage our community in interpreting and promoting our transit services and programs. These efforts will include the following:

- Regular updates on Transit Division programs and offerings posted to the City website in English and Spanish
- Information regarding our transit programs mailed to each household quarterly as part of our City's recreation brochure (English and Spanish)
- Regular communications with and annual presentations to various stakeholder groups including:
 - South Gate Senior Center,

Effective July 23, 2019

- Hollydale Senior Housing,
- Human Services Association – Westside Service Center,
- South Gate Adult School
- Maintain a database of program users, participants and other interested parties to facilitate contacting these individuals when issues require input.

Effective July 23, 2019

IV LANGUAGE ASSISTANCE PLAN

Improving Access for People with Limited English Proficiency (LEP)

The City of South Gate Transit Division's Language Assistance Plan incorporates all reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of the Transit Division's programs and activities for LEP individuals. Limited English Proficient (LEP) persons refer to:

Persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

The plan has the following key elements:

- Identification of LEP individuals who need language assistance in the South Gate Transit Division service area (using the four factor analysis that follows);
- Determination of the appropriate language assistance measures based on what is learned;
- Training of all employees regarding LEP policies and procedures;
- Providing notification to LEP persons of the language services offered by the South Gate Transit Division; and,
- Procedures to monitor and update the Language Assistance Plan.

As a first step, and in order to ensure meaningful access to programs and activities, South Gate Transit uses the information obtained in a Four Factor Analysis to determine the specific language services that are appropriate. This analysis helps South Gate Transit to determine if it communicates effectively with LEP persons and supports language access planning.

This Four Factor Analysis is a local assessment that considers:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by South Gate Transit;
2. The frequency with which LEP persons come into contact with South Gate Transit services and programs;
3. The nature and importance of South Gate Transit services and programs in people's lives; and,
4. The resources available to South Gate Transit for LEP outreach, as well as the costs associated with that outreach.

1. Four Factor Analysis

Factor 1 The number or proportion of LEP persons eligible to be served or likely to be encountered by South Gate Transit

CENSUS DATA - The first step in this process is to understand the proportion of LEP persons who may encounter any of the services provided by South Gate Transit, their literacy skills in English and their native language, the location of their communities and neighborhoods, and if they are underserved as a result of a language or other socio-economic barrier. Data for the review will include U.S. Census Bureau "American Fact Finder" 2010 data.

The City of South Gate Transit Division operates local fixed-route services in South Gate. Regional transit services are provided by Los Angeles Metropolitan Transit Authority. Americans with Disabilities Act transit services are provided to qualifying South Gate seniors and disabled through the South Gate Transit Divisions Phone a Ride program. The South Gate Transit Services Division's area of service is clearly defined by the boundaries and residents of the City of South Gate.

The City of South Gate and its surrounding communities are predominately Hispanic with a high number of Spanish speaking residents as well as a lower than average education level in much of the population. According to the 2010 census, South Gate has 94.8% of its residents identifying themselves as Hispanic. Of those, a total of 44.3% identified themselves as speaking English less than "very well".

LANGUAGE SPOKEN AT HOME				
Population 5 years and over	86,558	+/-549	86,558	(X)
English only	9,457	+/-1,055	10.9%	+/-1.2
Language other than English	77,101	+/-1,238	89.1%	+/-1.2
 Speak English less than "very well"	38,311	+/-1,276	44.3%	+/-1.4
 Spanish	76,066	+/-1,243	87.9%	+/-1.2
 Speak English less than "very well"	38,016	+/-1,256	43.9%	+/-1.4
 Other Indo-European languages	364	+/-214	0.4%	+/-0.2
 Speak English less than "very well"	41	+/-42	0.0%	+/-0.1
 Asian and Pacific Islander languages	653	+/-285	0.8%	+/-0.3
 Speak English less than "very well"	251	+/-119	0.3%	+/-0.1
 Other languages	18	+/-31	0.0%	+/-0.1
 Speak English less than "very well"	3	+/-10	0.0%	+/-0.1

In addition, the City does not assume literacy with residents, particularly in the English language. According to the 2010 census 32.8% of South Gate residents above the age of 25 have a 9th grade education or less. This, combined with the high level of Spanish speaking residents leads to a high number of residents who do not easily read or write English.

EDUCATIONAL ATTAINMENT

City of South Gate
TRANSIT SERVICES DIVISION
TITLE VI UPDATE

Effective July 23, 2019

Population 25 years and over	53,813	+/-806	53,813	(X)
Less than 9th grade	17,640	+/-1,029	32.8%	+/-1.8
9th to 12th grade, no diploma	8,699	+/-625	16.2%	+/-1.2
High school graduate (includes equivalency)	13,936	+/-923	25.9%	+/-1.6
Some college, no degree	7,492	+/-690	13.9%	+/-1.2
Associate's degree	2,474	+/-349	4.6%	+/-0.6
Bachelor's degree	2,764	+/-414	5.1%	+/-0.8
Graduate or professional degree	808	+/-195	1.5%	+/-0.4

RELATIONSHIP TO SERVICE AREA – Due to the high density and small area (less than 7.5 sq. mi) of South Gate, there are few distinct geographic areas which define specific populations or higher concentrations of Limited English Proficiency populations. All parts of the city contain significant numbers of LEP populations and require staff who are bilingual in both English and Spanish and who are trained and sensitive to the needs to those who may have limited reading and writing skills in either language or both.

Factor 2 FREQUENCY OF CONTACT WITH LEP INDIVIDUALS – As is illustrated by the demographic information above, only two languages; English and Spanish, are spoken with any frequency by South Gate residents. All Transit Division office personnel as well as our contractor’s dispatchers and drivers are required to be bilingual in Spanish and English.

To ensure continued collection of contacts, staff is required to report any contacts with LEP customers speaking any language besides Spanish. Staff will be asked to identify the language, if known, provide details of the information requested and the methods used to resolve the problem. This policy will be reinforced regularly as part of ongoing staff training.

Factor 3 IMPORTANCE OF THIS PROGRAM TO OUR COMMUNITY – The City of South Gate is a lower income community with an average per capita income level below County, State and Federal averages. According to the 2010 Census, 20% of South Gates residents are at or below poverty levels. Over 11% of South Gate’s working population use some method besides a personal vehicle to get to work. Many of those who do drive leave remaining family members without transportation to accomplish their daily tasks.

South Gate is well served by Metro bus routes, crisscrossing the City on major arterials and providing access to other nearby communities. The City’s GATE program provides service on the neighborhood level, accessing smaller streets and important local destinations. Based upon driver estimates, shopping is the most common use followed closely by school and work. Stops at important local destinations such as City Hall and South Gate Park provide access to important government services provided at these facilities. A new stop at our local adult school site is quickly becoming a popular destination.

Effective July 23, 2019

RESOURCES AVAILABLE TO OUR RECIPIENTS AND ASSOCIATED COSTS - The South Gate Transit Division has always committed resources to improve access to its services and programs for LEP persons. The Spanish speaking population has a significant presence in the service area, therefore it has been important to offer materials in a format that are easily understood by this identified population.

These have included:

- Spanish outreach materials (public notices, service explanations)
- English/Spanish on-board signage (how to use services, fares)
- English/Spanish brochures (i.e. fare box use, know your rights)
- Spanish route and time guides
- Spanish representation at public meetings
- A majority of staff are bilingual

The costs associated with this customer service are part of the on-going budget for marketing. These language services are seen as a normal part of business by most of the City's departments and are an expected cost and service required in order to properly serve our community.

2. Language Assistance Measures

The South Gate Transit Division has reviewed all of the data and conclusions that have been drawn as a result of the Four Factor Analysis. The written and oral assistance products and methods that are currently in place for the Spanish speaking LEP population appear to be meeting our current populations needs; however, continued monitoring of the changing community needs along with ongoing training of staff along with regular feedback from both the community and staff will be required to ensure that this program continues to address the needs of all of our LEP residents.

Ongoing monitoring efforts:

- Continue to monitor LEP public contacts and reinforce with staff to report any non-Spanish contacts.
- Include Language issues as part of annual customer survey.
- Maintain contact with other local social service organizations and City Departments to identify changing language needs within our population.
- Hold public outreach meetings twice per year.

Program Enhancements and Goals:

- Look into translation services which may be available by telephone or electronically.
- Continued efforts to provide all written documents in both English and Spanish.
- Provide more pictographic communication tools and signage for those who do not read.

Effective July 23, 2019

3. Training Staff

Training is an on-going activity. A reaffirmation of the entire Title VI policy will be issued annually. All Transit Division employees and all employees provided by our Contracted Transit Provider must have a good understanding of this program, its importance and their role in its implementation. The implementation of our LEP program will be part of our normal customer service training. As such, the following steps will be taken:

- Customer Service/Language Assistance will be a standing agenda item at regular Staff Meetings.
- Input from this committee will lead to specific training with drivers.
- Road supervisor daily observations of drivers and their passenger interactions will note any language encounters.
- Refresher training will be provided immediately with drivers when they are observed lacking sensitivity or responding inappropriately to persons with limited English proficiency.
- All drivers and customer service employees will be bilingual in English and Spanish
- Providing translation resources to drivers and staff to receive access to translation services when needed by phone or radio.
- Providing training on language translation technology as it becomes available.

4. Providing Notice to LEP Persons

As was stated previously, LEP persons will be notified of the language services available through the South Gate Transit Division by the following means:

- On-board posters and posters at bus shelters
- Posting signs at the Transit Services Office and other key service points
- Website posting
- Notice on schedules
- Notice in the Quarterly Recreation Guide, Transit Services Section

Such notices will be in Spanish and, as possible, pictographic.

5. Monitoring and Updating the LEP Plan

The South Gate Transit Division's LEP plan will continue as an active planning tool. As such, tools for feedback and data collection have been put in place as outlined above. The plan will be reviewed annually using the data and feedback received. Minor adjustments will be made at the staff level to insure that the program continues to function in an effective, responsive manner. Larger changes to the program, when identified, will be put through the public outreach process and shall be approved by the City Council.

V. Service Policies and Standards

The City of South Gate Transit Division has established the following policies and standards as guidelines to assure the equitable distribution of services and the accessibility of the fixed-route services.

Vehicle Assignment Policy

The City of South Gate vehicles are assigned to routes in a manner to provide the maximum amount of seating capacity for passenger's usage. Demographics for all routes are comparable; therefore, a policy for minority riders is not necessary at this time.

City vehicles are of two different ages and models; therefore, though there is no visual or measureable difference between the vehicles. The following criterion is used for assigning vehicles:

- Vehicles with larger seat capacity will be assigned to routes with higher ridership needs.
- Vehicles may be assigned on a rotating basis between routes that operate more or less miles; this will ensure that all vehicles maintain an equal amount of miles during the same period. This is a preventive maintenance measure; however, ridership requirements supercede this policy and vehicles with more seat capacity will be assigned for passenger's needs.

Summary

Vehicles are assigned to meet the needs of customers and may be reassigned if customers riding patterns change. The basic principle in assigning vehicles is to serve the greater number of passengers during peak and non-peak-hours, likewise, this concept supports our safety standards by always assigning the appropriate vehicle into service.

Vehicle Load

Average Passenger Capacities

Vehicle Type	Seated	Standing	Total	Load Standard	Maximum Load Factor
28 Foot Bus	20	14	34	1.7	1.7

AM Peak (7 – 8 a.m.)

Vehicle Type	Seated	Standing	Total	Load Standard	Maximum Load Factor
28 Foot Bus	20	14	34	1.7	1.7

PM Peak (4 – 5 p.m.)

Vehicle Type	Seated	Standing	Total	Load Standard	Maximum Load Factor
28 Foot Bus	20	14	34	1.7	1.7

Vehicle Headways

Effective July 23, 2019

The City of South Gate utilizes two vehicles on the same route; traveling in the same direction. On-time performance is measured by having all routes start at the same 6:00 a.m. starting time, and then the vehicles maintain the same headways of approximately 20 minutes apart from each other. The vehicles are using the concept of a free-running time loop during the entire day. This means vehicles have a definite start time at the first bus stop of the day and an end time at the last bus stop of the day. However, the vehicles do not maintain time points between bus stops for the entire day of service. Vehicles simply keep running without stopping until the end of the day.

Once a vehicle completes a trip the bus driver boards waiting customers and immediately begins the next trip without delay. In this way, we are able to provide more trips than maintaining the traditional schedule that may have lag or break time built into the schedule.

The 20 minute headways are maintained during peak and non-peak periods: likewise, 20 minute headways are maintained Monday to Saturday.

Service availability

The City of South Gate vehicles are assigned to routes in a manner consistent with providing a fair and even distribution of service to all residents. Demographics for all routes are comparable; therefore, a policy for minority riders is not necessary at this time. Our current routes provide access to 95% of our residents within a ½ mile walk.

Transit Amenities

The City of South Gate transit amenities policy is to ensure equitable distribution of safety, comfort and convenience items across the entire fixed route system without prejudice. All riders have equal access to these aforementioned amenities.

Definition of transit amenities:

- **Sitting – Benches** will be installed at various locations along the routes where it is legal and permitted in consistency with the city's standards and practices regulations. Benches are installed in a fair and even distribution manner to serve all community members wishing to utilize the service.
- **Bus shelters – Shelters** will be installed along the routes in a manner consistent with the needs of the community's safety, comfort and convenience. These locations are identified by our Public Works Department, Street Division with the assistance of the City's Traffic Engineer. Requests from the public and comments received during public input process are considered in these determinations.
- **Provision of information: printed signs, system maps, and schedules** – This information is distributed to the public with the intent to market and promote the city fixed route system. The information is intended to educate the community as to the availability of the service and therefore is made available in various formats. Electronic versions of the material are distributed via the city website, through e-mail blasts, electronic billboard in the Swim Stadium and on the Friends-of-South-Gate

City of South Gate
TRANSIT SERVICES DIVISION
TITLE VI UPDATE

Effective July 23, 2019

Facebook page. Hard copy versions of the information are available to all members of the community and are distributed on buses, at the city Transit Office, at City Hall, at the Parks and Recreation department administration office, on the quarterly recreation brochure, and on the city newsletter.

VI ENVIRONMENTAL JUSTICE

Introduction

The City of South Gate Transit Division, as a recipient of federal assistance, must abide by nondiscrimination policies as expressed in Title VI of the Civil Rights Act of 1964. These requirements were further enhanced by Presidential Executive Order No. 12898 issued February 11, 1994. This order directed all recipients of federal assistance to incorporate environmental justice as part of their mission by identifying and addressing the effects of all programs, policies and activities on minority and low-income populations. The Transit Division will use the following fundamental principles when planning new services or revising existing services; when operating and administrative policies are reviewed; and, when construction of fixed facilities are contemplated or are in progress:

1. Ensure the full and fair participation by all potentially affected communities in the transportation decision-making process;
2. Prevent the denial of, reduction in or significant delay in the receipt of benefits by minority and low-income populations; and,
3. Avoid, minimize or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.

In accordance with U. S. Department of Transportation's Order to Address Environmental Justice in Minority and Low-Income Populations, all services, policies and projects must be analyzed to determine whether there would be a "disproportionately high and adverse effect on minority and low-income populations". For the effect to be determined as "disproportionately high and adverse" it must be borne or will be suffered by a minority or low-income population appreciably more or greater in magnitude than would be suffered by the non-minority or non-low-income population.

Incorporating Environmental Justice into Planning

Although Environmental Justice practices are incorporated into the overall commitment of the City of South Gate Transit Division to provide transit service and its benefits equitably, specific steps will be followed by the Transit Division when conducting a service change, planning study or construction project. The major steps in the process will include:

- Identification of the study area;
- Compilation of population characteristics and identification of locations with populations of concern for environmental justice;
- Conducting public outreach;
- Identifying adverse effects on populations of concern; and,
- Evaluating the project's overall effects.

Effective July 23, 2019

Fixed-Facility/Construction Projects

Construction projects possess unique issues that may be of particular importance to low income and minority populations and should be considered as part of the assessment:

- Human health and quality of life effects related to construction and construction truck traffic off-site;
- Continued availability of community facilities, services and open space;
- Preservation/enhancement of community character and cohesion;
- Direct and indirect residential and business displacements arising from secondary development or change in community character; and,
- Economic vitality and job opportunities.

The public participation plan in Section III details the process followed by the Transit Division to afford opportunity for inclusion by all impacted groups and stakeholders. City of South Gate Transit Division will follow federal guidance provided in FTA Circular 4703.1 (August 2012).

VII OTHER PROGRAM SPECIFIC REQUIREMENTS

Subrecipient Compliance

During this report period, the City of South Gate Transit Division did not have any subrecipients. Language requiring compliance with all Federal requirements, including Title VI, is included in the contract language for all contractors working under this program and is monitored by the City.

Equity Analysis for Facility

During the past three years, the City of South Gate Transit Division has not constructed a vehicle storage, operations or maintenance facility.

Demographic Service Profile

City of South Gate Transit Division operates fewer than 50 vehicles in peak fixed-route service; therefore a demographic profile was not prepared for this plan update.

CONTACT

For additional information on the City of South Gate Transit Division's Title VI Plan, or its efforts to comply with the Civil Rights Act of 1964 or Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency, please contact:

Paul L. Adams, Director of Parks & Recreation
City of South Gate Transit Division
4900 Southern Avenue
South Gate, CA 90280
323-563-5478
E-Mail: padams@sogate.org

RECEIVED

City of South Gate
CITY COUNCIL

Item No. 8

JUL 18 2019

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:35pm

For the Regular Meeting of: **July 23, 2019**

Originating Department: **Public Works**

Department Director: _____

[Signature]
Arturo Cervantes

City Manager: _____

[Signature]
Michael Flad

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3243 WITH WEST COAST ARBORIST, INC., FOR CITYWIDE TREE MAINTENANCE SERVICES, CITY PROJECT NO. 540-ST

PURPOSE: The City maintains its urban forest through the services of a contractor. The City's current citywide tree maintenance agreement with West Coast Arborist, Inc., expires on July 31, 2019. Proposed Amendment No. 1 will extend the term of the contract through July 31, 2020.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 3243 with West Coast Arborist, Inc., extending the term of the contract from August 1, 2019 through July 31, 2020 and increasing the contract amount by \$515,000 for Citywide Tree Maintenance Services; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of \$515,000, were included in the Fiscal Year 2019/20 Budget for Amendment No.1 in the General Fund and Street Lighting and Landscape Maintenance budget (SL&LMD), as summarized below:

Fiscal Year	Public Works	Parks and Recreation	Total
Account	SL&LMD (Acct. No. 251-714-25-6101)	General Fund (Acct. No. 100-460-61-6101)	
Contract No. 3243	\$1,330,250	\$270,000	\$1,600,250
Proposed Amendment No. 1	\$425,000	\$90,000	\$515,000
Total Contract	\$1,755,250	\$360,000	\$2,115,250

ANALYSIS: The current three-year contract with West Coast Arborist, Inc., for Citywide Tree Maintenance Services expires on July 31, 2019. Contract No. 3243 includes an extension option for up to three consecutive years. Staff is recommending Amendment No. 1 to extend the contract by one year. This is necessary to fund \$515,000 in tree maintenance services.

The contract amount will increase from \$1,600,250 to \$2,115,250. This reflects a Consumer Price Index (CPI) increase of 2.7%, which is below the 3.6% CPI index of the Los Angeles County area (see table below). This amounts to an increase of \$13,940 to the contract price.

The original contract amount was \$1,600,250, of which \$1,370,744 has been expended. The balance of \$229,506 will revert to the SL&LMD Fund and will be left unspent.

BACKGROUND: The City’s urban forests consist of thousands of trees which are located along City streets and within facilities such as municipal parks, the City Hall complex, and parking lots. The urban forest must be managed, maintained and replaced on a regular basis. This is essential to provide for healthy trees and to minimize tree failures.

As a matter of background, on August 9, 2016, West Coast Arborist, Inc., (WCA) was awarded a three-year contract (Contract No. 3243) for Citywide Tree Maintenance Services in the amount of \$1,600,250, following a competitive bid process. The contract expires on July 31, 2019. Amendment No. 1 to Contract No. 3243 provides tree maintenance services for Fiscal Year 2019/2020, as listed below.

Located in the City of Anaheim, California, WCA has the expertise, experience and resources to successfully maintain the City’s urban forest. WCA has been in business for over 44 years. With over 750 employees companywide, WCA has contracts with over 220 agencies ranging \$20,000 to \$6,000,000 per year. WCA is intimately familiar with the City’s urban forest as they have provided the City’s tree maintenance services for over 25 years.

Description	Current Rate	Proposed Rate	% Rate Increase	Est. Quantity	Total
Public Works Department					
Grid Pruning	\$ 46	\$ 47.25	2.7	6,674	\$315,347
Off-Cycle/Special Request Pruning	\$100	\$ 102.70	2.7	25	\$2,568
Ficus Tree or similar Pruning	\$300	\$ 308.10	2.7	100	\$30,810
Chinese Elm Tree or similar Pruning	\$100	\$ 102.70	2.7	200	\$20,540
Annual Median Tree Pruning	\$ 70	\$ 71.90	2.7	194	\$13,947
Tree Pruning with Special Equipment	\$200	\$ 205.40	2.7	20	\$4,108
Tree and Stump Removal	\$ 28	\$ 29.39	5.0	400	\$11,757
Stump Only Removal	\$ 10	\$ 10.30	3.0	50	\$515
Plant 15-gallon tree with 180-day Maintenance	\$250	\$ 256.75	2.7	0	\$0
Crew Rental - 3 man crew	\$180	\$ 184.80	2.7	76.2	\$14,083
Emergency Crew Rental	\$180	\$ 184.80	2.7	61.3	\$11,325
Subtotal					\$425,000
Parks Department					
Tree Pruning less than 50 feet	\$ 70	\$ 71.90	2.7	400	\$28,760
Tree Pruning more than 50 feet	\$100	\$ 102.93	2.9	500	\$51,465
Tree & Stump Removal	\$ 28	\$ 28.75	2.7	340	\$9,775
Subtotal					\$90,000
Contract Total					\$515,000

- ATTACHMENTS:** A. Proposed Amendment No. 1
 B. Contract No. 3243

DT:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 3243
FOR CITYWIDE TREE MAINTENANCE SERVICES
BETWEEN THE CITY OF SOUTH GATE AND WEST COAST ARBORISTS, INC.**

This Amendment No. 1 to Contract No. 3243 for Citywide Tree Maintenance Services ("Amendment No. 1"), is made and entered into on July 23, 2019, and effective as of August 1, 2019, by and between the City of South Gate, a municipal corporation ("City"), and West Coast Arborists, Inc., a California Corporation, ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on August 9, 2016, the City Council approved Contract No. 3243 with Contractor ("Agreement") for Citywide Tree Maintenance Services for a three (3) year term through and until July 31, 2019, in the amount of One Million Six Hundred Thousand and Two Hundred Fifty Dollars (\$1,600,250) ; and

WHEREAS, City and Contractor desire to extend the term of Agreement for a one (1) year term through and including July 31, 2020, as shown on Contractor's Schedule of Compensation attached hereto as part of this Amendment No. 1 as Exhibit "A"; and

WHEREAS, City and Contractor desire to execute Amendment No. 1 in an amount not to exceed Five Hundred and Fifteen Thousand Dollars (\$515,000) for services identified in Exhibit A;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

a. COMPENSATION OF SERVICES.

The amount of compensation paid by City to Contractor for the services identified in Exhibit A shall be in an amount not to exceed five hundred and fifteen thousand dollars (\$515,000).

b. EXTENSION OF TERM.

The term of Agreement shall be extended from July 31, 2019 through and including July 31, 2020.

c. SCOPE OF WORK.

Contractor agrees to provide the services and perform the tasks set forth in 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 City.

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1. above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

3. EFFECTIVE DATE.

The effective date of this Amendment No. 1 is August 1, 2019, and shall remain in effect through and including July 31, 2020, unless extended or terminated otherwise in accordance with the terms of Agreement.

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

CITY OF SOUTH GATE:

By: _____
Jorge Morales, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Paul F. Salinas / R/S
Raul F. Salinas, City Attorney

WEST COAST ARBORISTS, INC.:

By: 
Pat Mahoney, President

Dated: 7/18/19

EXHIBIT A

City of South Gate

Schedule of Compensation for Contract Year 2019-20 Tree Maintenance

Services performed by West Coast Arborists, Inc.

Public Works Department

Item	Description	Unit	Current Prices	Proposed Prices 2019-20	Estimated Qty 2019-20	Extended Total 2019-20
1	Grid Pruning	Each	\$ 46.00	\$ 47.25	6674	\$ 315,347.00
2	Off-Cycle/Special Request Pruning	Each	\$100.00	\$ 102.70	25	\$ 2,568.00
3	Ficus Tree or similar Pruning	Each	\$300.00	\$ 308.10	100	\$ 30,810.00
4	Chinese Elm Tree or similar Pruning	Each	\$100.00	\$ 102.70	200	\$ 20,540.00
5	Annual Median Tree Pruning	Each	\$ 70.00	\$ 71.90	194	\$ 13,947.00
6	Tree Pruning with Special Equipment	Each	\$200.00	\$ 205.40	20	\$ 4,108.00
7	Tree and Stump Removal	Dia. Inch	\$ 28.00	\$ 29.39	400	\$ 11,757.00
8	Stump Only Removal	Dia. Inch	\$ 10.00	\$ 10.30	50	\$ 515.00
9	Plant 15-gallon tree with 180-day Maint.	Each	\$ 250.00	\$ 256.75	0	\$ -
10	Crew Rental - 3 man crew	Hour	\$ 180.00	\$ 184.80	76	\$ 14,083.00
11	Emergency Crew Rental	Hour	\$ 180.00	\$ 184.80	61	\$ 11,325.00
						\$ 425,000.00

Parks Department

Item	Description	Unit	Current Prices	Proposed Prices 2019-20	Estimated Qty 2019-20	Extended Total 2019-20
1	Park Tree Pruning less than 50 ft.	Each	\$ 70.00	\$ 71.90	400	\$ 28,760.00
2	Park Tree Pruning more than 50 ft.	Each	\$100.00	\$ 102.93	500	\$ 51,465.00
3	Tree & Stump Removal	Each	\$ 28.00	\$ 28.75	340	\$ 9,775.00
						\$ 90,000.00

Current prices have been in place since August 2016.

The quantities are based on the tree inventory data from November 2016 and from work performed over the last 3-year period. Prices for CY19-20 reflect a cost adjust of 2.7% based on the CPI for LA-Anaheim-Long Beach region.

AGREEMENT FOR CITYWIDE TREE MAINTENANCE PROGRAM
CITY PROJECT NO. 540-ST

THIS AGREEMENT is entered into as of the 1st day of August, 2016 by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and West Coast Arborists, Inc., a California corporation ("Contractor" herein), and is made with reference to the following:

RECITALS:

- A. City desires to contract for citywide tree maintenance services, which are required to maintain certain city-owned trees consisting of and identified within the City's 18 zones.
- B. Contractor has represented that it is duly licensed and has the management, maintenance, and operating personnel necessary to provide the citywide tree maintenance services described in this Agreement.

NOW, THEREFORE, CITY AND CONTRACTOR HEREBY AGREE AS FOLLOWS:

1. PARTIES, TERM, AND SCOPE OF SERVICES

Section 101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. West Coast Arborist, Inc., a California corporation, having its principal office at 2200 E. Via Burton Street, Anaheim, CA 92806.

Section 102. Representatives of the Parties and Service of Notices

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

- A. The principal representative of the City shall be:
Mr. David Torres
Field Operations Manager
Public Works Corporate Yard
4244 Santa Ana Street
South Gate, California 90280
Telephone - (323) 563-5785
Email: dtorres@sogate.org

With a courtesy notice to:

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

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

- B. The principal representative of the Contractor shall be:

Mr. Patrick Mahoney
President
West Coast Arborists, Inc.
2200 E. Burton Street
Anaheim, CA 92806

- C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.
- D. If the name of the principal representative designated to receive the notices, or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

Section 103. Term of Agreement

- A. The term of this Agreement shall be for a period of three (3) years, commencing August 1, 2016 through July 31, 2019. At the conclusion of this three-year period, the City at its option may renew this contract for up to three consecutive periods of one year each, beginning August 1, 2019, August 1, 2020 and August 1, 2021, subject to the termination and cancellation provisions of Section 608.
- B. Performance under this Agreement shall not commence until the Contractor has obtained the City's approval of the insurance required in Section 601.

Section 104. Scope of Work

The Contractor will be required to perform and complete the tree trimming and tree maintenance work by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in the "Scope of Work" attached here to as Exhibit "A".

II. DUTIES AND POWERS OF THE CITY

Section 201. Field Operations Manager

- A. The Field Operations Manager or his designee shall be responsible for the administration of this Agreement and is authorized to issue to the Contractor directives concerning the performance of the work required by this Agreement, and the required levels of service.
- B. In addition to subparagraph A above, the City's Field Operations Manager shall have responsibility for the ongoing supervision of Contractor's performance under this Agreement and shall monitor the satisfactory completion of all tree maintenance services required hereunder. Pursuant to Section 505 hereof, the Field Operations Manager or his Designee shall have authority to initiate the "Failure to Perform Notification" and to determine the reduction in the amounts to be paid by City to Contractor.

Section 202. Failure of Contractor to Provide the Service As Agreed

If in the opinion of the City, the Contractor at any time during the period of the Contract fails to properly and satisfactorily perform the service called for in the Contract, or otherwise fails or neglects to comply with the terms of the Contract, the City may make arrangements elsewhere for the material/service, or any part thereof, and hold the Contractor responsible for re-procurement costs incurred by the City.

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

Section 203. Liquidated Damages

- A. Except as to the indemnity obligations provided herein, if the Contractor fails to perform the services within the time specified in this contract, or any extension thereof, the Contractor shall, in place of actual damages, pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay the sum of \$500.
- B. Alternatively, if the performance is so delayed, the City may terminate the Contract in whole or in part under the Termination for Default clause of the contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the City may reasonably obtain performance of similar services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- D. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or

negligence of the Contractor as defined in the Termination for Default clause in this contract.

III. DUTIES AND POWERS OF THE CONTRACTOR

Section 301. Independent Contractor Status

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

Section 302. Contractor's Personnel – General Provisions

- A. The Contractor shall be solely responsible for the satisfactory work performance of all employees and their compliance with all reasonable performance standards established by the City.
- B. The Contractor shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- C. The Contractor shall indemnify and hold harmless the City from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.
- E. Contractor shall determine the number of skilled tree trimmers required to perform the daily, nightly, weekly or monthly services required under this Agreement.
- E. Contractor's work crews shall be supervised by a Lead worker/Supervisor who is able to communicate effectively in English both orally and in writing. A temporary Lead worker/Supervisor shall be appointed to supervise in the absence of the Lead worker/Supervisor. Contractor shall notify the City's Field Operations Manager or his Designee of any such temporary designation prior to the commencement of any work shift.
- F. Contractor shall maintain a 24-hour answering service, seven (7) days a week, for the purpose of receiving and responding to any emergency requests from City personnel. The telephone number for the answering service is 1-800-546-23696.
- G. Contractor shall, at all times, enforce strict discipline upon its employees and shall neither employ, nor allow to remain in its employment, any person deemed by Contractor to be unfit.

- H. Contractor shall observe all laws, ordinances, rules and regulations relating to the use and conservation of water, heat and electricity, fire prevention, and smoking.

Section 303. Uniforms and Identification

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

Section 304. Vehicles and Parking

- A. All vehicles and equipment utilized by Contractor in performing services under this Agreement shall be marked with appropriate identification of Contractor's company.
- B. Contractor shall park its vehicles and equipment in designated parking areas, or in locations to not impede normal vehicular or pedestrian traffic unless otherwise when marked as identified in the Contractor's list of equipment and following such regulations for work areas requiring temporary traffic control.

IV. PERFORMANCE STANDARDS

Section 401. Quality of Work

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

Section 402. Work Schedules

Contractor's services shall be provided pursuant to the work schedules as approved from time to time by the City. Contractor shall not be responsible or liable for any failure or delay in performance as a consequence of natural disasters, fire, acts of the government, or civil disorders.

Section 403. Labor Strikes

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

V. COMPENSATION AND PAYMENTS

Section 501. Compensation

The compensation to be paid by City to Contractor for all services rendered under this Agreement shall be \$1,600,250.00, not including additional services which are identified in the Price Proposal Sheet. Any future adjustment in compensation shall be subject to the mutual agreement of the parties. Annual CPI price adjustments are subject to approval by the City Council.

Section 502. Invoicing

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

Section 503. Payment

Subject to any deductions, which may be imposed pursuant to Section 505, compensation shall be paid by the City to the Contractor within thirty (30) working days after receipt by the City of Contractor's invoice for services rendered and the certified payroll records described in Section 504. The City shall pay the Contractor according to the billing schedule provided herein as Exhibit B (Accounts Payable Schedule) which delineating the payment schedule and invoice deadlines for the fiscal year 2015-2016. The subsequent years schedules shall be provided prior to the beginning of each fiscal year.

Section 504. Certified Payroll Records

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

requiring subcontractors to comply with said Section.

Section 505. Deductions from Monthly Progress Payments

If Contractor fails to perform any of the tree maintenance services specified in Section 104 above, then the Field Operations Manager or his Designee shall give written notice thereof to the Contractor's Lead worker/Supervisor. Such notice shall be entitled "Failure to Perform Notification" and shall state the nature of the services which were not performed, and the date or dates the services were omitted. This notice shall also set for the computations of the Field Operations Manager or his Designee as to the appropriate deduction proposed to the Contractor. Such proposed deductions from the payment shall be subject to prior discussions between the parties.

Section 506. Taxes

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

VI. GENERAL TERMS AND CONDITIONS

Section 601. Insurance

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

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

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

Failure of the Contractor to obtain or maintain the required coverage or furnish the required certificates, endorsements, or policies shall constitute a material breach of this Agreement and may result in termination of the Agreement. Further, failure of the

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

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

Section 602. Evidence of Insurance

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

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

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

Section 603. Additional Insured

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

- 1) City of South Gate, its past and present officers, employees and agents.

Section 604. Rating of Insurer

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

Section 605. Minimum Required Coverage

1. Comprehensive General Liability Insurance: (include products liability coverage, when applicable); \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence combined single limit. (CSL)
3. Workers' Comprehensive Insurance: as required by California law.

4. City of South Gate, its officers, employees and agents are to be named as an Additional Insured on the above-captioned insurance coverage's as respects the City's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to award of contract and commencement of work under this contract; and by presenting to the City an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement.
5. Insurance policies shall be in a form written through companies acceptable to the City and shall include those endorsements, which are necessary to extend coverage which is appropriate to the nature of the agreement.

Section 606. Indemnification

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

Section 607. Subcontracting, Delegation and Assignment

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

Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

1. The amount involved, together with Contractor's analysis of such cost or price.
 2. A provision requiring that any subsequent modification or Amendment shall be subject to the prior written consent of the City.
- B. Any assignment, delegation or subcontract shall be made in the name of the Contractor and shall not bind or purport to bind the City and shall not release the Contractor from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of compensation payable to Contractor under this Agreement.

Section 608. Termination and Cancellation

- A. Upon any determination by either party that the other party has failed to comply with any of the terms or provisions of this Agreement, a notice of intent to terminate specifying the reasons therefore shall be delivered by the terminating party to the other party. If the specified default or defaults are not cured within ten (10) days after the delivery of such notice, then this Agreement may be terminated by giving a written notice of termination to the defaulting party and specifying the effective date of termination which date shall be not less than twenty (20) days after the date of said notice.
- B. Notwithstanding the provisions of subsection A above, the City reserves the right to cancel the services described herein without cause and to terminate payments to the Contractor related thereto. The City shall give the Contractor thirty (30) days' written notice of any such cancellation unless a shorter notice period is acceptable to both parties.
- C. In the event of termination or cancellation hereunder, Contractor shall be entitled to compensation for all services rendered pursuant to this Agreement up to the effective date of termination, subject to any offsets or deductions which may be established by the City.

Section 609. Non - Discrimination

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

Section 610. Permits and Licenses

Contractor shall obtain and maintain during the term of this Agreement all necessary licenses,

permits and certificates required by law for the conduct of Contractor's business and for the provision of services hereunder, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

Section 611. Conflict of Interest

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

The Contractor, for itself and its employees, officers, agents or representatives, warrants and represents that it has not offered any sum or sums to any officer or employee of the City to encourage, assist, approve or otherwise induce the award of the Agreement to Contractor.

Section 612. Resolution of Disputes

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- B. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded. The losing party's obligation shall be deemed to have accrued on the date of the commencement of such actions and shall be enforceable whether or not the action is prosecuted to judgment. As used herein, the term "attorneys' fees, costs and necessary disbursements" shall include, without limitation, attorneys' fees, costs, and expenses incurred in connection with any (a) post judgment motions, (b) contempt proceedings, (c) garnishment, levy, and debtor and third-party examinations, (d) discovery, and (e) bankruptcy litigation. As used herein, the term "prevailing party" shall include without limitation any party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

Section 613. Amendments

This Agreement supersedes all prior proposals, agreements and understandings between the

parties and may not be modified or terminated orally, and no modification, termination or attempted waive of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

Section 614. Exhibits

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

- Exhibit A: Scope of Work
- Exhibit B: Price Proposal Sheet
- Exhibit C: Invoice Processing Sheet
- Exhibit D: Holiday Schedule

Section 611. Governing Law

This Agreement shall be governed by the laws of the State of California. All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of *forum non conveniens* and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

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

"CITY"
CITY OF SOUTH GATE

By: W.H. De Witt
W.H. (Bill) De Witt, Mayor

Dated: 08/10/16

ATTEST:

Carmen Avalos
Carmen Avalos, City Clerk
(SEAL)

"CONTRACTOR"
WEST COAST ARBORISTS, INC.

By: Patrick Mahoney
Patrick Mahoney, President

Dated: 8/16/16

APPROVED AS TO FORM:

Raul F. Salinas
Raul F. Salinas, City Attorney

SCOPE OF WORK

The Contractor will be required to perform and complete the tree trimming and tree maintenance work by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in this Section "Scope of Work."

A. ANNUAL TREE MAINTENANCE PROGRAM

- 1) The Contractor shall be required to submit a work schedule based on the City's annual tree pruning requirements, tree removal and replacement program, and planting projects, as detailed in Sections S through W of this Scope of Work.

The Proposal shall include a recommended annual work plan, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program as described in this Section A of the Scope of Work.

Depending on the City's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time periods.

- 2) The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

B. EMERGENCY RESPONSE PROTOCOL

- 1) The Contractor is required to have a Project Manager available by telephone on a 24-hour basis that is assigned to provide direct and prompt attention to requests from City for emergency and after-hours tree service requests.
 - a. Contractor shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the City. As used herein, the term "normal" business hours of operation means 7:00 am to 5:00 pm, Monday through Thursday, excluding federal holidays.
 - b. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not

exceed one (1) hour.

- c. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed two (2) hours.

Failure to meet these requirements for timely responses to emergencies shall result in a \$500 penalty for each occurrence, as the actual damages incurred by the City in such occurrence cannot readily be ascertained at this time.

C. CONTRACTOR EMPLOYEE PROTOCOL

- 1) Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the agreement.
- 2) All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt, and boots appropriate to the work. All shirts, jackets, or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall appear neat and well-groomed at all times. Contractor employees shall wear brightly colored safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.
- 3) The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
 - a. All proper licenses for operation of equipment utilized by such employee.
 - b. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
 - c. Mechanical ability to make required operator adjustments to the equipment being used.
 - d. Knowledgeable of safety regulations as they relate to tree care and traffic control.

- e. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
- f. Ability to communicate orally and in writing in English.
- g. Demonstrated knowledge of tree care and related operations.

D. TREE INVENTORY

No later than three (3) months after full execution of subject contract, the successful Contractor shall provide a complete Citywide update of the City's tree inventory. The tree inventory data shall conform to the existing tree inventory database and include but not be limited to the following data fields:

1) Tree Location

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. The Contractor shall be required to create an ESRI Nobel Geoviewer compatible "shape file" utilizing such data.

The inventory shall be capable of showing the location of every existing tree site and vacant tree site on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.).

The tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of Nobel Geoviewer. The location shall be stated within one (1) foot minimum accuracy.

Contractor shall indicate whether such tree is located within designated street, street median, City Park, City Parking Lot or other City Facility.

Contractor shall update the tree inventory on a daily basis, as conditions require (e.g., tree removed, tree planted, etc.). The City shall have access to updated data at all times per Paragraph N, "Record Keeping".

2) Measurement of Canopy Spread and trunk diameter

As a part of the data collection process, successful Contractor shall measure the canopy spread of each tree using either a laser rangefinder or a Roll-a-Tape, to the nearest foot, using a pre-established uniform protocol. The diameter of the trunk shall be recorded at grade to the nearest inch. This data shall be included in the inventory database in a format suitable for use by the City.

3) Tree Condition

- a. General condition of individual trees

- b. Pruning requirements (i.e., recommended pruning cycle)
- c. Condition of surrounding hardscape (i.e. displacement, recent repairs)
- d. Root pruning and
- e. Presence of disease and/or pests.

E. WORK QUALITY AND GENERAL STANDARDS

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standards, A300 (Part 1) – for Tree Care Operations – Tree, Shrub, and other Woody Plant Management – Standard Practices (Pruning), Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by City for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Contractor shall review with the City's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered. When working on a tree, Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker/watersprout growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 5:00 PM. Unless otherwise approved by the City's Director of Public Works/City Engineer or his/her designee, all work on the City major thoroughfares shall be in accordance with the requirements as shown below:

No work shall be done between the hours of 6-9:00 a.m. on the westbound direction and eastbound direction or between 3-7 p.m. on these major thoroughfares:

- 1) Firestone Boulevard – City limit to City Limit
- 2) Atlantic Avenue - City limit to City Limit
- 3) Garfield Avenue - City limit to City Limit
- 4) California Avenue - City limit to City Limit
- 5) Otis Avenue – Santa Ana Avenue to South of Tweedy
- 6) Long Beach Boulevard - City limit to City Limit
- 7) Paramount Avenue - City limit to City Limit
- 8) Tweedy Avenue - Atlantic to State Avenue

Contractor's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last 24 months, and there is an issue such as limb drop, dead branches, etc., Contractor will respond as directed by the City's designated representative (whether emergency or standard response) at Contractor's own expense.

A work zone shall be established and maintained for each tree trimming or other operations. Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

All traffic control shall be per the Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

F. PUBLIC NOTICING

Contractor shall supply and post standard signage, with professional quality graphics, approved by the City's designated representative, on the trunk of the tree at the work site at which work is to be performed, at least seventy two hours (72) in advance of work with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

POST GRID TRIMMING SURVEY – Additionally, the Contractor shall supply and place brightly colored door hangers at each property adjacent to any regularly scheduled grid trimming operation after each day's work is completed. The wording shall include questions asking for the resident's or business'

opinion of and satisfaction with the grid trimming work and clean-up completed that day. This survey notice will include the City's web-address for Tree Trimming Maintenance, the City's contact telephone number, and mailing address for ease of mailing. The information format, wording, and materials used for this notice shall be provided by the Contractor and must be approved by the City's designated representative prior to its use.

G. TOOL SANITATION

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain is strictly prohibited. Per the Los Angeles County National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No.R4- 2012-0175, it is unlawful for any person to discharge non-storm water discharges to the MS4 unless the discharger meets the requirements set forth in the NPDES MS4 Permit.

H. PRE-INSPECTION

- 1) Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the City's designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the City's designated representative shall be considered the responsibility of the Contractor.
- 2) Any damaged paved surfaces and landscape areas shall be restored to their original condition. Repair to all piping, sprinkler heads and improvements damaged by tree maintenance or service performed by the Contractor that cannot be refuted by photo-documentation and/or a written report to the City's designated representative shall be considered the responsibility of the Contractor.

I. SETUP, OPERATIONS, EQUIPMENT STAGING

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, and the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

J. IDENTIFICATION AND REPORTING OF HAZARDS

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City. Any defective or weakened trees shall be reported to the City's designated representative. Contractor will be responsible to provide the City with the location and height of the uplifted sidewalks as part of the GIS mapping inventory. This information will be updated, at a minimum, on a weekly basis.

K. RISK MANAGEMENT

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times shows a lack of planning and judgment, which is considered dangerous, and can result in serious injury or death. The Contractor will be held fully liable for any damages and/or injuries. In addition, the Contractor shall be responsible for the mitigation of any damages related to a loss of control incident, and indemnification and defense obligations of the City.

L. CLEANUP OF GREEN WASTE AND DEBRIS

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean-up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during normal business hours of operation. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is

to be allowed to enter any storm drain. Under no circumstances shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

M. DISPOSAL OF MATERIALS

Contractor shall provide to the City evidence of Recycling Credit under AB939 (1989) – The Integrated Waste Management Act – for all green waste produced as a result of the Contractor's operations under this Agreement. All green waste shall be reduced, reused, recycled, and/or transformed by Contractor. Weight slips shall be required as proof of final disposal and must be submitted by Contractor with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.

1) Wood Chips

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and Contractor shall provide proof of such with each demand for payment, or through use as mulch on City property at the direction of the City's Field Operations Manager.

The City shall have first right of refusal as to the use of all disease-free wood chips generated from chipping, grinding, and/or shredding operations. Chips generated from trimming operations within the City of South Gate may be dumped and spread at a City designated site with written permission from the City's designated representative.

Wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees.

N. RECORD KEEPING: DATA COLLECTION / TREE INVENTORY / RECORD MAINTENANCE

Contractor shall provide and operate, a computerized tree inventory system and that is compatible or acceptable to the City IT department with the current City inventory system (web-based SQL Server) and shall upload all historic data. The system shall be password accessible twenty-four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided to the City, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of all tree service work under the terms of an awarded agreement. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory

system to reflect changes in baseline data (e.g. species, height, DBH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City of South Gate. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City and shall be uploaded to the City system no less than once a month.

Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the agreement.

Upon termination of the agreement, Contractor shall, within 20 days, shall transmit all records and files, at no cost, to the City in a compatible format and shall otherwise cooperate in good faith to deliver any and all records generated by a Contractor which are related to services provided to the City.

O. ACCIDENT INVESTIGATION

Any duty-related incident which results in any injury shall be reported to the City's designated representative within one (1) hour by the Contractor. Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by Contractor to the City's designated representative, or designated representative, within 24 hours following the occurrence.

Should any structure or property be damaged during permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and City's designated representative within one (1) hour. Contractor shall make all arrangements for repairs to property damaged to be made within forty eight (48) hours, except utility lines, which shall be repaired the same working day. Contractor shall be solely responsible for

contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City of South Gate as applicable. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City.

Special attention is drawn to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and the need to avoid damage and to repair any damage that occurs on the same day that the damage occurs. Contractor may self-perform such work on irrigation systems upon approval and acceptance of such work by the Operations Manager and/or designee.

Contractor's responsibility shall be continuous and not be limited to working hours or days.

P. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- 1) Defective, unsatisfactory or inadequate work not corrected.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
- 4) A reasonable doubt that the agreement can be completed for the balance unpaid.
- 5) Damage that resulted from an incident involving property damage.

Q. INSPECTIONS

The City's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Contractor shall be required to provide the City's designated representative, with a written schedule of all daily tree maintenance operations including but not limited to trimming, planting, removals, stump grinding, root pruning, and watering.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this document. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

- 1) Any work found to be unacceptable will be noted in writing to Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at Contractor's expense.

R. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

The City may modify these specifications with the joint approval of the Contractor and the Public Works Director or assignee. All modifications shall be in writing.

- 1) In the event that the City of South Gate should require additional work beyond the requirements of these specifications, the Contractor shall perform all work based on the unit prices rate schedule provided in with Contractor's cost proposal.
- 2) Additional work may be added to the agreement work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with the Contractor's cost proposal..
- 3) Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

S. TREE PRUNING

Any tree work performed on a City tree must be performed according to the City's specifications, including, but not limited to, the ANSI A300 Standard Practices (Pruning), and the ISA Best Management Practices (BMP) for Pruning. The criterion for pruning varies based on the type or purpose of pruning. Contractor shall provide written pruning specifications for each of the specific types of pruning work to be performed (i.e., structural/young tree training, risk reduction, clearance, improve aesthetics; reduce fruit/fruit, etc.). The specifications shall include, but not limited to, the objectives, procedures, Personnel Qualifications, and any specific notes that may be necessary.

- 1) General Specifications for tree pruning

Contractor shall limit routine pruning of live tissue to 20% - 30% of the canopy in any one-prune cycle. In exceptional cases, up to 25% of the live canopy may be pruned. Pruning of greater than 35% of live tissue in any tree is prohibited unless specific direction is obtained from the City's designated representative. Where clearance allows, live crown ratios shall be maintained at 60% or greater.

- a. Contractor shall prune trees so as to prevent branch and foliage interference with safe public passage. Contractor shall maintain street clearance to a minimum of fourteen feet, six inches (14' 6") above the paved surface of the street and fourteen (14) feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from the City's designated representative.
- b. Contractor shall use best practices when removing a live branch. Such shall include pruning cuts in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
- c. Contractor shall use best management practices when removing a live branch. Such shall include pruning cuts in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, or if there is no collar and included bark is present, the angle of the cut shall follow the example in the ISA BMP for Tree Pruning.
- d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be pre-cut at a point several feet beyond the intended final cut to avoid splitting or tearing of the limb. A three-cut method shall be employed as described in the ANSI A300 Pruning Standards. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be prohibited.
- f. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.

- g. All dead and dying branches and branch stubs shall be removed.
- h. All broken or loose branches shall be removed.
- i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- k. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
- l. Selectively prune branches that are within five (5) feet of a structure
- m. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City's designated representative to do otherwise. Such pruning shall not leave other parts of the canopy excessively unbalanced or overextended.
- o. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees. Vines include but are not limited to ivy and mistletoe.
- p. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All pest infestations relating to termites, bees, beetles hornets, or wasps shall be promptly reported to the City.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.

- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible. Extraneous materials that cannot be removed shall be reported to the City and noted in the tree inventory updates.
- w. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.
- x. Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

2) **Crown Raising/Clearance Prune:**

A Crown Raising or Clearance Prune is performed when conditions within the crown of a tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- a. **Crown Raising:** Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree. Where clearance allows, live crown ratio of trees shall be maintained at 60% or greater.
- b. **Clearance Prune:** Clearance prune is employed as a means of eliminating limbs from the crown of a tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "fullprune."
- c. Contractor shall limit routine pruning of live tissue to 10% - 15% of the canopy in any one prune cycle. In exceptional cases, up to 25% of the live canopy may be pruned. Pruning of greater than 25% of live tissue in any tree is prohibited unless specific direction is obtained from the City's designated representative.

3) Pruning Specifications for individual Species

a. General Trimming and Shaping of Conifers. Two basic classes of conifers can be found in South Gate, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Yew . Conifers shall typically be pruned in late winter or early spring. Typically, 20% - 30 % of the live foliage may be removed, and no more than 35% of the live foliage may be removed unless directed otherwise by the City's designated representative. Where clearance allows, live crown ratios shall be maintained at 60% or greater.

1. Contractor shall limit routine pruning of live tissue to 20% - 30% of the canopy in any one prune cycle. In exceptional cases, up to 30% of the live canopy may be pruned. Pruning of greater than 40% of live tissue in any tree is prohibited unless specific direction is obtained from the City's designated representative.
2. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by no less to twenty-five percent (25%).
3. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.
4. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
5. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.
6. All pruning shall be accomplished in such a manner that will result in a balanced canopy. There may be situations where this is not possible (i.e., accessibility), or may have to be accomplished over several pruning cycles.

b. General Trimming and Shaping of Trees

Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City's designated representative and in accordance with the following:

1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).
2. In specific cases the City's designated representative may direct the contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
3. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
4. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
5. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

T. SPECIALTY PRUNE CLASSIFICATIONS FOR TREES

- 1) A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall typically have 20% - 30%, and no more than 35%, of the live foliage removed. Work must be performed according to the City's specifications, including, but not limited to, the ANSI A300 Standard Practices (Pruning), and the ISA Best Management Practices (BMP) for Pruning. The criterion for pruning varies based on the type or purpose of pruning. Contractor shall provide written pruning specifications for each of the specific types of pruning work to be performed (i.e., structural/young tree training, risk reduction, clearance, improve aesthetics, reduce fruit/fruit, etc.). The specifications shall include, but not limited to, the objectives, procedures, personnel qualifications, and any specific notes that may be necessary. A Full Prune typically consists of one or more of the following pruning treatments:

- a. Crown Cleaning (zone price): Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as

“lion tailing” disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

- b. Crown Thinning (grid price): Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, lions-tailing (stripping foliage on branches, leaving growth only on the ends) shall be **prohibited**; 20-30% of the live foliage may be removed unless directed otherwise by the City’s designated representative.
- c. Crown Reduction: Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to the ANSI A300 tree trimming standards and the ISA BMP for Pruning. These standards emphasize knowledge of limb/branch size relationships, response growth patterns, and use of the branch bark collar in avoiding the onset of decay at cut sites.
- d. Crown Thinning (zone price): Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to 30% of the live foliage may be removed unless directed otherwise by the City’s designated representative.
- e. Crown Reduction: Crown Reduction is used to reduce the

height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.

f. Crown Restoration:

Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

U. PALM TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specification including, but not limited to, the ANSI A300 Standard Practices (Pruning), and the ISA Best Management Practices (BMP) for Pruning. Contractor shall provide written pruning specifications for each of the specific types of palm pruning work to be performed. The specifications shall include, but not limited to, the objectives, procedures, personnel qualifications, and any specific notes that may be necessary. The criterion for pruning varies based on the type or purpose of pruning. Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- 1) The specifications for the pruning of palm trees are as follows:
- 2) Palm pruning should be performed when fruit, fronds, or loose petioles may create a dangerous condition.
- 3) Palms shall be pruned with the aid of an aerial lift or other acceptable means of climbing aids. The use of spurs and spikes to climb palms for pruning purposes shall not be allowed. Spikes or spurs may be used on palm trees that are being removed.

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning varies based on the type or purpose of pruning. Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- 4) The specifications for the pruning of palm trees are as follows:
 - a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of

decay, insect grass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City's designated representative immediately.

- b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.
- c. At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the City of South Gate. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties up to the cost of replacement of the palm.
- d. Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.
- e. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*) in the City of South Gate.
- f. Live, healthy fronds, initiating at an angle greater than the horizontal plane, shall not be removed. Removing all the live, healthy fronds below a 45 degree angle from horizontal is not an acceptable pruning practice. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.
- g. The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm will result in monetary penalties up to the replacement cost.
- h. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

- i. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 1. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, un-tapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences. The ornamental ball of pruned palms will be subject to the City's representative's inspection and corrective action, if necessary to reshape the ball, will be performed at no extra charge by the Contractor.
 2. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a clean chainsaw in forming and/or shaping the

ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, un-tampered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

3. Date Palm (*Phoenix dactylifera*): spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island the Date Palm (*Phoenix canariensis*), the base does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.
4. Queen Palm (*Syagrus romanzoffianum*): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.
5. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.
6. Mexican Fan Palm (*Washingtonia robusta*): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live

frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.

7. California Fan Palm (*Washingtonia filifera*): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

V. TREE REMOVAL

Tree removal consists of the removal of the entirety of a tree or palm tree and the removal of its root system.

- 1) The Contractor shall comply with all general specifications standards described herein.
- 2) The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
- 3) Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
- 4) The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
- 5) The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City's designated representative for assistance. The errant removal of trees shall be penalized up to the cost of the replacement.
- 6) During a tree removal, the Contractor shall maintain control of the tree

and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.

- 7) Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City of South Gate. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., price for tree removal).
- 8) While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.

In the event that the stump is not removed the same day as tree removal, the stump shall be removed as described herein, no more than 15 days from the initial tree removal. Contractor shall be responsible for maintaining a Tree Stump Removal List on a daily basis with such list provided to the City weekly. Should the removal of any stump not occur within the 15 day period, contractor will remove the stump, within 48 hours of notification by the City, at contractor's expense. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.

- 9) The Contractor shall be responsible for the repair of any private property including irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

W. TREE PLANTING AND YOUNG TREE CARE

- 1) Tree Planting

Tree planting consists of the installation of nursery stock container or palm trees supplied by the Contractor.

- a. The Contractor shall comply with all general specifications standards described herein and with the ANSI A300 Standard Practices for Planting and Transplanting.
- b. The Contractor shall comply with all general specifications standards described herein.
- c. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
- d. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted. The Contractor will provide the City with a copy of the bill of lading (or other such documentation) indicating the nursery from which the tree is purchased.
- e. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
- f. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
- g. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the City's designated representative for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
- h. All nursery containers and box sides shall be removed from tree

root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.

- 2) Circling or kinked roots should be straightened or severed prior to planting. Trees with severely circling roots shall be rejected.
 - a. The Contractor shall install the tree or palm so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
 - b. The Contractor shall backfill tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10) percent well decomposed organic fines.
 - c. The Contractor shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
 - d. While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full, and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- 3) The Contractor shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball

shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using City approved tree ties installed as per manufacturer's specifications. Stakes and ties shall be installed as to allow some movement of the upper trunk and branches to encourage strong trunk wood and correct trunk taper. Stakes and ties shall be inspected annually and adjusted as needed to prevent mechanical injury to the tree. Stakes shall be removed once the root ball has become firmly established, generally after two - three growing seasons.

- 4) Upon completion of the planting of a tree, the Contractor shall seed and top dress any barren areas within ten (10) feet of the center of the trunk of the tree, but no closer than the watering berm, if there was established turf in that location. The seed shall be of the same tall fescue turf grass type existing on site or annual ryegrass if the turf is a non-seedable variety; to be applied at a rate appropriate for the type of turf seed applied. The seed shall be top dressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings will not be allowed. The Contractor shall include seed establishment information for the property owner at the time of tree removal.
- 5) Where turf did not exist prior to planting, certified organic mulch (3-4 inches in depth) shall be applied to the ground within ten (10) feet of the center of the tree. Mulch shall be kept at least six (6) inches from the root collar and should not be mounded around the trunk at any time.

The Contractor shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using City approved tree ties installed as per manufacturer's specifications.

- a. Upon completion of the planting of a tree, the Contractor shall seed and top dress any barren areas within ten (10) feet of the center of the trunk of the tree if there was established turf in that location. The seed shall be of the same tall fescue turf grass type existing on site or annual ryegrass if the turf is a non-seedable

variety; to be applied at a rate appropriate for the type of turf seed applied. The seed shall be top dressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings will not be allowed. The Contractor shall include seed establishment information for the property owner at the time of tree removal.

- b. The Contractor shall not use hoses, equipment or water from private properties while installing or watering-in parkway trees.
- c. If new tree dies within a one year period from planting, the Contractor will replace it with a like specimen within seven (7) days of discovery, at Contractor's expense.
- d. If new tree is determined to be diseased within two years of planting, Contractor shall replace it with a like specimen, within seven (7) days of discovery, at Contractor's expense.

6) New Tree Care

- a. New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage. Irrigation and structural pruning to encourage strong scaffold branches, good form, and strong trunk taper will continue as directed by the City's designated representative.
- b. The Contractor shall comply with all general specifications standards described herein and with the ANSI A300 Standards Practices for Soil Management a. Modification, b. Fertilization, and c. Drainage.
- c. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.
- d. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.
- e. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
- f. Trees shall be watered in such a manner that does not result in

erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.

- g. At the time of irrigation, the Contractor shall note any vandalism, broken branches, significant dieback, presence of significant pests, and stake or tree tie issues that need attention.
- h. The Contractor shall maintain a daily log of trees watered. The log shall list the tree watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.
- i. Contractor will perform branch management strategies and structural pruning appropriate for young tree training in order to encourage strong trunk taper, well-formed and well-spaced scaffold limbs, and strong tree architecture that will reduce the risk of future failures and the need for mature tree corrective pruning. Structural pruning of young trees should be performed to eliminate or subordinate codominant stems, gradually raise the canopy with small pruning cuts as the tree matures, and encourage strong lateral attachments.
- j. Contractor shall provide written pruning specifications for young hardwood and coniferous trees' (starting at planting, then at 2 years, 5 years, 7, years, etc.) pruning work to be performed. The specifications shall include, but not limited to, the objectives, procedures, personnel qualifications, and any specific notes that may be necessary.
- k. The Contractor shall maintain a daily log of trees watered. The log shall list the tree watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

X. ROOT PRUNING:

All root pruning shall be at the direction of Director of Public Works or his or her designee.

- 1) Selective root pruning may be required to remove specific offending roots which interfere with the work area. When pruning out selective roots, great care shall be given to retain as much root surface as possible, including sufficient buttress root dispersal around the radius of the tree. No more than one third (1/3) of a tree's root system shall be removed. Roots shall be cut back at least four (4") inches away from new hardscape to the nearest node. Pruning cuts shall be made clean and smooth with no crushing or tearing of the remaining root.

- 2) Root shaving may be required to remove a small portion of a nonessential buttress root or general root with a diameter of four (4") inches or greater. Roots will be shaved down to allow for at least two (2") inches of clearance between the root and the new hardscape. No more than one third (1/3) of a root's diameter shall be shaved off. Shaving cuts shall be made clean and smooth with no crushing or tearing of the remaining root.

Y. EXCLUSIONS:

The City may plant (not a part of this contract) approximately 1,600 new trees within the contract term in existing parkway areas Citywide. Trimming of these trees are NOT A PART of this contract. Trimming will not be required for the first six (6) years unless authorized by the Director of Public Works.

COST PROPOSAL

For all services described below, unless excluded by City in description of services below, City shall consider Unit Prices below to include, but not be limited to, all labor, equipment, fees of any kind, overhead, traffic control, fuel, materials, consumables, surcharges, disposal fees, and any other cost associated with and necessary for the Contractor to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. All requirements for which there is not a specific bid item, such as insurance, bonds, and invoicing for example, shall be distributed amongst the various unit prices being provided.

The Grand Total price shall be calculated by adding the Extended Prices for all Services as listed under General Services and Emergency Services.

The Extended Prices shall be calculated by each contractor and tallied for each Service as well as each Sub-total and the Grand Total. The Extended Prices are intended to show a potential amount of requested service and are being used for the sole purpose of evaluating unit service costs to determine the most qualified Contractor. Nothing in this RFP or in the Estimated amount of units shown in the Extended Prices is intend to be nor shall be taken to be a guarantee of such amount of any work, or amount of compensation under any future agreement; The successful Contractor shall be paid on the Unit Price only for work performed under the Agreement executed by the successful Contractor and the City.

A. GENERAL SERVICES

	Service	Unit	Unit Price	Estimated Units	Extended Price
1	YEAR 1 - Grid Trimmings: Trim all trees Maintenance Zones one (1) through eight (8). (1)(4)	Ea.	\$44.00	Approx. 7,000 Trees	\$308,000.00
2	YEAR 2 - *Grid Trimmings: Trim all trees Maintenance Zones nine (9) through fourteen (14). (1)(4)	Ea.	\$45.00	Approx. 7000 Trees	\$315,000.00
3	YEAR 3 - *Grid Trimmings: Trim all trees Maintenance Zones fifteen (15) through eighteen (18). (1)(4)	Ea.	\$46.00	Approx. 4,000 Trees	\$ 184,000.00
4	Cost per Tree (Off Cycle, Special Request Trimming/Pruning unit price. (1)(2)(4)	Ea.	\$100.00	250 Trees (2)	\$25,000.00
5	Cost per Ficus or similar-- Pruned every 3 Years (Crown Reduction/Pollarding) (4)	Ea.	\$300.00	250	\$ 75,000.00

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6	Cost per Chinese Elm or similar – Pruned every 3 Years (Crown Reduction / Pollarding) [4]	Ea.	\$100.00	600	\$ 60,000.00
7	Cost per Trim all median island Trees Maintenance Zones one (1) through eighteen (18) Yearly [1][2][4]	Ea.	\$70.00	500	\$ 35,000.00
8	Trim City Park trees less than 50 feet in height. [3][4]	Ea.	\$70.00	1,500	\$ 105,000.00
9	Trim City Park trees more than 50 feet in height. [3][4]	Ea.	\$100.00	1,500	\$ 150,000.00
10	City Street and/or Park tree requiring special equipment (for example 85 ft. or larger bucket truck or crane) [3][4]	Ea.	\$200.00	200	\$ 40,000.00
11	Tree and Stump Removal (Trunk diameter to be measured at breast height.)	Inch	\$28.00	4,500	\$ 126,000.00
12	Stump Only Removal (Trunk diameter to be measured at breast height.)	Inch	\$10.00	2,500	\$ 25,000.00
13	Tree Inventory	L.S.	\$20,000	1	\$ 20,000.00
14	Furnish and install 15-gallon tree (includes tree, labor, equipment, root irrigation device, materials, 180-day establishment period, watering, delivery)	Ea.	\$250.00	25	\$ 6,250.00
A. SUB-TOTAL - GENERAL SERVICES					\$ 1,474,250.00

[1] All Grid Trim shall be a safety type of trim and shall follow the scope of work guidelines in Section S and T of Scope of Work.

[2] Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200-yard radius), shall be priced as zone trimmings even when off the regularly scheduled grid plan.

[3] All Park trees will be trimmed in three (3) year cycles. Approximately, one-third of the trees will be trimmed on first year, another one-third on second year and the remaining one-third on the final year.

[4] All tree quantities are approximate quantities and actual number of trees shall be verified once the tree inventory is completed.

B. EMERGENCY SERVICES

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	Service	Unit	Unit Price	Estimated Units	Extended Price
1	Crew rental (M-F, normal business hours) [5]	Crew Hours	\$180.00	200	\$ 36,000.00
2	Crew rental (nights) [5]	Crew Hours	\$ 180.00	250	\$ 45,000.00
3	Crew rental (weekends and/or holidays) [5]	Crew Hours	\$ 180.00	250	\$ 45,000.00
B. SUB-TOTAL - EMERGENCY SERVICES					\$ 126,000.00

[5] Fully equipped 3-person crew called in for emergency service; to include all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.

CITYWIDE TREE MAINTENANCE PROGRAM GRAND TOTAL, (written in numbers):

\$ 1,600,250.00

CITYWIDE TREE MAINTENANCE PROGRAM GRAND TOTAL, (written in words):

One million six hundred thousand two hundred fifty dollars and zero cents.

The Grand Total is equal to the sum of (Sub Total – General Services) + (Sub Total – Emergency Services).

The Extended Prices shall be calculated by each and tallied for each service. The Contractor shall also tally the summary of costs so that the amounts in the Sub-total and in the Grand Total are to be clearly identified. The City will utilize the unit costs and tallied costs to confirm the accuracy of the costs submitted. If the City finds a mathematical error in a submittal within the tabulation of the Grand Total, a Sub-total, or an Extended Price, the City shall revise that amount to reflect the corrected sum. The City reserves the right to waive any irregularities in the cost proposal.

Submission of Cost Proposal and signature of representative of Contractor below shall serve as the basis for Contractor to perform stated services at the Unit Prices specified for duration of the term of the Agreement.

The undersigned represents that he/she is authorized to submit the Proposal on behalf of the Contractor. Contractor acknowledges that said Proposal shall remain valid for a period of ninety- (90) days and may not be withdrawn during such period.

4407 (85.1) - (2/23/01)

CONTRACTOR



Signature

7/5/16

Date

Patrick Mahoney

President

Print Name

Title

95-3250682

Social Security or Taxpayer ID Number

100000956

DIR Registration Number

4407185 1... 1 235 0

Accounts Payable Invoice Schedule

Council Meetings are held on 2nd Tuesday & 4th Tuesday of Month

**ADMINISTRATIVE SERVICES DEPARTMENT
FY 2016-2017**

PHONE: (561) 433-6646	ACCOUNTS PAYABLE SCHEDULE FOR PAYMENTS		
ACCOUNTS PAYABLE: Adria Alacida 373-663-6851 Tamesha Lam 373-663-6668	COMB. FISC. YEAR	AP	COUNCIL MEETING
PURCHASING: Amanda Quintero 323-863-9790 Cynthia Dugrey 373-663-6791	INVOICE DUE DATE	CHECK RUN DATE	Accounts Payable Invoice Schedule DATE
	6/23/2016	7/1/2016 Hol	7/12/2016
	7/7/2016	7/18/2016	7/28/2016
	7/21/2016	8/1/2016	8/9/2016
	8/4/2016	8/15/2016	8/23/2016
	8/18/2016	8/25/2016 Hol	9/13/2016
	8/26/2016	9/16/2016	9/27/2016
	9/22/2016	10/3/2016	10/11/2016
	10/6/2016	10/17/2016	10/25/2016
	10/20/2016	10/23/2016	11/8/2016
	11/3/2016	11/14/2016	11/22/2016
	11/17/2016	12/5/2016	12/13/2016
	12/8/2016	12/29/2016	1/2/2017
	12/22/2016	1/5/2017	1/18/2017
	1/5/2017	1/18/2017 Hol	1/26/2017
	1/19/2017	2/9/2017	2/14/2017
	2/9/2017	2/20/2017 Hol	2/28/2017
	2/23/2017	3/8/2017	3/14/2017
	3/9/2017	3/29/2017	3/28/2017
	3/23/2017	4/3/2017	4/11/2017
	4/9/2017	4/17/2017	4/25/2017
	4/20/2017	5/1/2017	5/9/2017
	5/4/2017	5/15/2017	5/23/2017
	5/16/2017	6/5/2017	6/13/2017
	6/9/2017	6/19/2017	6/27/2017

END OF FISCAL YEAR 2016-2017

COMPLETED INVOICE DUE DATE	AP CHECK RUN DATE	COUNCIL MEETING DATE
3/3/2018	3/14/2018	3/22/2018
3/17/2018	4/4/2018	4/12/2018
4/7/2018	4/18/2018	4/26/2018
4/21/2018	5/2/2018	5/10/2018
5/5/2018	5/16/2018	5/24/2018
5/19/2018	6/6/2018	6/14/2018
6/2/2018	6/20/2018	6/28/2018

END OF FISCAL YEAR 2018-2019

****Updated invoice processing schedule will be provided to selected contractor once schedule is released by Finance Department**

City of South Gate 2016-2017 Holiday Schedule

HOLIDAY	ACTUAL HOLIDAY	OBSERVED HOLIDAY	HOURS
Independence Day	Monday, July 4, 2016	Monday, July 4, 2016	10
Labor Day	Monday, September 5, 2016	Monday, September 5, 2016	10
Thanksgiving Day	Thursday, November 24, 2016	Thursday, November 24, 2016	10
Christmas Eve	Saturday, December 24, 2016	Floating Holiday	10
Christmas Day	Sunday, December 25, 2016	Monday, December 26, 2016	10
Holiday Leave	Tuesday, December 27, 2016	Tuesday, December 27, 2016	10
Holiday Leave	Wednesday, December 28, 2016	Wednesday, December 28, 2016	10
Holiday Leave	Thursday, December 29, 2016	Thursday, December 29, 2016	10
New Year's Day	Sunday, January 1, 2017	Monday, January 2, 2017	10
Martin Luther King, Jr. Day	Monday, January 16, 2017	Monday, January 16, 2017	10
President's Day	Monday, February 20, 2017	Monday, February 20, 2017	10
Cesar E. Chavez Day	Friday, March 31, 2017	Monday, March 27, 2017	10
Memorial Day	Monday, May 29, 2017	Monday, May 29, 2017	10
Total Hours			130

Approved by 
Michael Flad, City Manager


Nellie Cobos, Deputy Director of Administrative
Services/HR & RM

All full-time, non-sworn employees will receive 130 hours of paid holiday leave each year. The City will observe the 15 days set forth in this Holiday Schedule, plus 30 additional hours each year. The 30 additional hours will be applied to effectuate a full week of closure between Christmas Day and New Year's Day. In the event that less than 30 hours is necessary to effectuate the full week of closure, the balance of the 30 hours will be observed as floating holidays. When a holiday falls on a Friday or Saturday, that day shall become a floating holiday. When a holiday falls on a Sunday, the following Monday is the observed holiday. If holiday holidays fall on Sunday and Monday, then the holiday is observed on Monday and Tuesday. For further information on the Holiday Schedule or holiday day, please contact your supervisor. MOVA: 2016-09-06 10:00 AM

Service	West Coast Arbitrage				Mariposa				TCL				Oriskany					
	Unit	Unit Price	Estimated Units	Extended Price	Unit	Unit Price	Estimated Units	Extended Price	Unit	Unit Price	Estimated Units	Extended Price	Unit	Unit Price	Estimated Units	Extended Price		
1 YEAR 1 - *Ord Trimming: Trim all trees Maintenance Zones one (1) through eight (8) (1/2)	Ea.	\$ 44.00	7000	\$ 308,000.00	Ea.	\$ 71.00	7000	\$ 511,000.00					Ea.	\$ 43.00	7000	\$ 301,000.00		
2 YEAR 2 - *Ord Trimming: Trim all trees Maintenance Zones nine (9) through sixteen (16) (1/2)	Ea.	\$ 45.00	7000	\$ 315,000.00	Ea.	\$ 76.00	7000	\$ 532,000.00					Ea.	\$ 47.00	7000	\$ 329,000.00		
3 YEAR 3 - *Ord Trimming: Trim all trees Maintenance Zones fifteen (15) through eighteen (18) (1/2)	Ea.	\$ 46.00	4000	\$ 184,000.00	Ea.	\$ 79.00	4000	\$ 316,000.00					Ea.	\$ 73.00	4000	\$ 292,000.00		
4 Cost per Tree (DI Cycle, Special Request Trimming/Pruning and more) (1/2) (1/2)	Ea.	\$ 100.00	250	\$ 25,000.00	Ea.	\$ 225.00	250	\$ 56,250.00					Ea.	\$ 149.00	250	\$ 37,250.00		
5 Cost per Piece of material - Pruned every 3 Years (Crews Reduction/Pruning) (1/2)	Ea.	\$ 800.00	250	\$ 200,000.00	Ea.	\$ 550.00	250	\$ 137,500.00					Ea.	\$ 399.00	250	\$ 99,750.00		
6 Cost per Classed Elm or similar - Pruned every 3 Years (Crews Reduction / Pruning) (1/2)	Ea.	\$ 100.00	600	\$ 60,000.00	Ea.	\$ 225.00	600	\$ 135,000.00			600		Ea.	\$ 119.00	600	\$ 71,400.00		
7 Cost per Tree all medium sized Trees Maintenance Zones one (1) through eighteen (18) Yearly (1/2)	Ea.	\$ 70.00	500	\$ 35,000.00	Ea.	\$ 150.00	500	\$ 75,000.00			500		Ea.	\$ 88.00	500	\$ 34,500.00		
8 Trim City Park trees less than 50 feet in height (1/2)	Ea.	\$ 70.00	1,500	\$ 105,000.00	Ea.	\$ 150.00	1,500	\$ 225,000.00					Ea.	\$ 85.00	1,500	\$ 127,500.00		
9 Trim City Park trees more than 50 feet in height (1/2)	Ea.	\$ 100.00	1,500	\$ 150,000.00	Ea.	\$ 275.00	1,500	\$ 412,500.00			1,500	\$ 340.00	Ea.	\$ 89.00	1,500	\$ 133,500.00		
10 City Street Inside Park tree requiring special equipment (for example 40 ft. or larger bucket truck or crane) (1/2)	Ea.	\$ 200.00	200	\$ 40,000.00	Ea.	\$ 275.00	200	\$ 55,000.00					Ea.	\$ 79.00	200	\$ 15,800.00		
11 Tree and Stump Removal (Trunk diameter to be measured at breast height) (1/2)	inch	\$ 28.00	4,500	\$ 126,000.00	inch	\$ 35.00	4,500	\$ 157,500.00					inch	\$ 32.00	4,500	\$ 144,000.00		
12 Stump Only Removal (Trunk diameter to be measured at breast height) (1/2)	inch	\$ 10.00	2,500	\$ 25,000.00	inch	\$ 15.00	2,500	\$ 37,500.00					inch	\$ 7.00	2,500	\$ 17,500.00		
13 Tree Inventory	L.S.	\$70,000.00	1	\$ 70,000.00	L.S.	\$90,000.00	1	\$ 90,000.00	\$70,000.00		1	\$ 70,000.00	L.S.	\$20,000.00	1	\$ 20,000.00		
14 Fuel and small 15-gallon tree lurcher tree, labor, equipment, road signage device, materials, 180-day establishment period, watering, debris (1/2)	Ea.	\$ 250.00	25	\$ 6,250.00	Ea.	\$ 185.00	25	\$ 4,625.00				25	Ea.	\$ 195.00	25	\$ 4,875.00		
A. SUB-TOTAL - GENERAL SERVICES				\$ 1,474,200.00				\$ 2,744,375.00								\$ 1,448,175.00		
B. EMERGENCY SERVICES																		
Service	Unit	Unit Price	Estimated Units	Extended Price	Unit	Unit Price	Estimated Units	Extended Price	Unit	Unit Price	Estimated Units	Extended Price	Unit	Unit Price	Estimated Units	Extended Price		
1 Crew rental (M-F, normal business hours) (1/2)	Crew Hours	\$ 180.00	200	\$ 36,000.00	Crew Hours	\$ 225.00	200	\$ 45,000.00	Crew Hours	\$ 240.00	200	\$ 48,000.00						
2 Crew rental (weekend) (1/2)	Crew Hours	\$ 180.00	250	\$ 45,000.00	Crew Hours	\$ 315.00	250	\$ 78,750.00	Crew Hours	\$ 275.00	250	\$ 68,750.00						
3 Crew rental (weekend) (holiday) (1/2)	Crew Hours	\$ 180.00	250	\$ 45,000.00	Crew Hours	\$ 315.00	250	\$ 78,750.00	Crew Hours	\$ 275.00	250	\$ 68,750.00						
B. SUB-TOTAL - EMERGENCY SERVICES				\$ 126,000.00				\$ 222,500.00								\$ 175,500.00		
				Section A					Section B					Section C				
				\$ 1,474,200.00					\$ 2,744,375.00					\$ 1,474,200.00				

RECEIVED

JUL 18 2019

City of South Gate

CITY COUNCIL

Item No. 10

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

4:05pm

For the Regular Meeting of: July 23, 2019

Originating Department: Public Works

Department Director:

Arturo Cervantes
Arturo Cervantes

City Manager:

Michael Flad
Michael Flad

SUBJECT: AGREEMENT WITH INTER-SKY CUSTOM SKYLIGHTS & DAYLIGHTING INC., FOR THE CONSTRUCTION OF THE SPORTS CENTER ROOF SKYLIGHT PANEL REPLACEMENT, CITY PROJECT NO. 586-ARC

PURPOSE: The Sports Center Roof Skylight Panel Replacement Project is a part of the Capital Improvement Program. A construction contract with Inter-Sky Custom Skylights & Daylighting, Inc., is needed to implement the Project.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Inter-Sky Custom Skylights & Daylighting, Inc., for the construction of the Sports Center Roof Skylight Panel Replacement, City Project No. 586-ARC (Project), in an amount not-to-exceed \$355,030;
- b. Transfer \$90,000 from the Building & Infrastructure Maintenance Fund, Account No. 524-460-61-9100 to Project Account No. 311-790-61-9460 to fully fund the Project;
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- d. Approve the Notice of Exemption (NOE) for the construction of the Project; and
- e. Direct the City Clerk to file the NOE with the Los Angeles County Registrar-Recorder's Office.

FISCAL IMPACT: Funds, in the amount of \$90,000, were included in the Fiscal Year 2019/20 Building and Infrastructure Maintenance Fund budget for this project to supplement what has previously been allocated. The total project funding is summarized below:

Project Component	Acct. No. 311-790-61-9460		
	General Fund	Bldg. & Infrastructure Maintenance Fund Acct. 524-460-61-9100	Total
Design Services	\$25,700	\$0	\$25,700
Construction Contract	\$265,030	\$90,000	\$355,030
Contingency	\$75,000	\$0	\$75,000
PM & Inspection	\$40,000	\$0	\$40,000
Un-programmed Funds	\$44,270	\$0	\$44,270
Total	\$450,000	\$90,000	\$540,000

ALIGNMENT WITH COUNCIL GOALS: These actions meet the City Council's goal for Continuing Infrastructure Improvements.

ANALYSIS: The South Gate Sports Center is an approximate 64,000 square foot facility that was constructed more than 40 years ago. The Sports Center has nine large skylights that bring natural light into the pool area. The sky lights were installed in the early 1980's, and are now demonstrating signs of significant wear and tear. Recently, in December 2018, one of the skylights failed during the rain storm. The skylight was removed and water fell into the pool area. In addition, the ventilators over the pool area are not operating properly. These ventilators would exhaust the chlorinated moisture from the pool surrounding to the atmosphere, thereby, protecting the ceiling and the metal roof above from deterioration and rusting. However, most of these ventilators have shown signs of deterioration and require major replacement to all of their components.

On February 12, 2019, the City Council approved the transfer of \$450,000 from the Sports Center Roof Replacement Project to the South Gate Sports Center Skylight Replacement Project. On June 11, 2019, as part of the FY 2019/20 Building and Infrastructure Maintenance budget, an additional \$90,000 was budgeted to be used to replace the ventilators and painting of the soffits below the skylight over the pool. These additional funds will need to be transferred to the Capital Improvement Program (CIP).

BACKGROUND: The Sports Center Roof Skylight Panel Replacement is a part of the CIP. The Project entails the removal and replacement of the existing skylights, removal and replacement of 14 the ventilators over the pool area and paint the soffits below the skylights directly over the pool.

On May 9, 2019, the Notice Inviting Informal Bids for construction was advertised to trade publication services and on the City's website. On June 25, 2019, the City held a bid opening for the Project and the City received two bids in the office of the City Clerk as follows:

No.	Contractor	Total
	Engineer's Estimate	\$250,000 - \$300,000
1	Inter-Sky Custom Skylights & Daylighting, Inc.	\$355,030
2	CABD Construction, Inc.	\$503,500

Having been in existence as a contractor since 1994, Inter-Sky Custom Skylights & Daylighting, Inc., exhibits the capability, capacity, and experience to perform the work required under this contract. Inter-Sky is located in the City of Lake Forest, in Orange County. Within the last six years, the Inter-Sky has completed over 370 projects totaling in excess of \$13 million.

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

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

ES:lc

**AGREEMENT FOR THE SPORTS CENTER ROOF SKYLIGHT PANEL
REPLACEMENT BETWEEN THE CITY OF SOUTH GATE AND INTER-SKY
CUSTOM SKYLIGHTS & DAYLIGHTING, INC.**

This Agreement for the Sports Center Roof Skylight Panel Replacement, ("Agreement") is made and entered into on July 23, 2019, by and between the City of South Gate, a municipal corporation, ("Owner"), and Inter-Sky Custom Skylights & Daylighting, Inc., a California Corporation, License No. 920764 ("Contractor"). Owner and Contractor are sometimes referred to as a "Party" and collectively referred to as "Parties."

RECITAL:

WHEREAS, Owner desires to obtain the services of Contractor for the Sports Center Roof Skylight Panel Replacement, City Project No. 586-ARC, located at the South Gate Park Sports Center;

NOW, THEREFORE, Parties hereby agree as follows:

1. THE PROJECT.

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, for the Sports Center Roof Skylight Panel Replacement, City Project No. 586-ARC. Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Section 3 hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

2. CONTRACT SUM AND PAYMENT.

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum of Three Hundred Fifty Five Thousand Thirty Dollars (\$355,030) set forth in the Bid Schedule that is included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

3. CONTRACT DOCUMENTS.

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

4. INDEMNIFICATION.

Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, consultants and sub-consultants, their respective officers, agents, employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, consultants, sub-consultants, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. This provision shall survive the completion of work and services to be provided under this Agreement and the other contract documents.

[Remainder of page left blank intentionally.]

5. EFFECTIVE DATE.

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

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

CITY OF SOUTH GATE:

By: _____
Jorge Morales, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas / rfp
Raul F. Salinas, City Attorney

**INTER-SKY CUSTOM SKYLIGHTS &
DAYLIGHTING, INC., CORPORATION:**

By: _____
Andrew Kirker, President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED _____

**Inter-Sky Custom Skylights &
Daylighting, Inc.**
Corporation

CONTRACTOR:

By: _____
Signature

Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

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

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

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

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

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

Course of construction policies shall contain the following provisions:

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Indemnification

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

**SPORTS CENTER ROOF SKYLIGHT PANEL REPLACEMENT
CITY PROJECT NO. 586-ARC**

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate, a joint powers authority ("City" herein) has awarded to **Inter-Sky Custom Skylights & Daylighting Inc.**, ("Contractor" herein) a Contract for: **SPORTS CENTER ROOF SKYLIGHT PANEL REPLACEMENT, CITY PROJECT NO. 586-ARC**; and

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

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

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Three Hundred Fifty Five Thousand Thirty Dollars (\$355,030)**, lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

CONTRACTOR:

**Inter-Sky Custom Skylights &
Daylighting Inc.**
Corporation

20431 James Bay Circle

Lake Forest, CA 92630
(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

**SPORTS CENTER ROOF SKYLIGHT PANEL REPLACEMENT
CITY PROJECT NO. 586-ARC**

PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded **Inter-Sky Custom Skylights & Daylighting, Inc., a California Corporation** ("Contractor" herein) a Contract for the work described as follows:

**SPORTS CENTER ROOF SKYLIGHT PANEL REPLACEMENT
CITY PROJECT NO. 586-ARC**

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Three Hundred Fifty Five Thousand Thirty Dollars (\$355,030)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

SOLE OWNERSHIP:

**Inter-Sky Custom Skylights &
Daylighting Inc.**
Corporation

20431 James Bay Circle _____

Lake Forest, CA 92630
(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

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

Signed _____

Title

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

Notary Public

(Attach Notary Certificate)

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Inter-Sky Custom Skylights 20431 James Bay Circle Lake Forest, CA 92630		CABD Construction Inc. 8526 San Fernando Rd. Sun Valley, CA 91352	
				Unit Price	Total Amount	Unit Price	Total Amount
Sports Center Roof Skylight Panel Replacement, City Project 598-ARC Acct. No. 311-790-61-9460							
BID OPENING: June 25, 2019 at 3:00 PM							
1	Mobilization	LS	1	\$0.00	\$0.00	\$15,000.00	\$15,000.00
2	Remove and dispose of 9 skylights	LS	1	\$0.00	\$0.00	\$40,000.00	\$40,000.00
3	Provide and install 17' x 25' skylight	EA	1	\$0.00	\$0.00	\$40,000.00	\$40,000.00
4	Provide and install 17' x 17' skylight	EA	8	\$0.00	\$0.00	\$33,000.00	\$264,000.00
5	Prepare skylight curb to accept new skylight	LF	200	\$0.00	\$0.00	\$110.00	\$22,000.00
	Total Base Bid				\$249,319.00		\$381,000.00
ADDITIVE ALTERNATE A							
1-A	Prepare soffit walls underneath the skylights, and repaint with one coat of primer and two coats of paint (9 locations)	EA	9	\$0.00	\$0.00	\$3,500.00	\$31,500.00
	Subtotal				\$48,000.00		\$31,500.00
ADDITIVE BID SCHEDULE B							
1-B	Remove existing Roof Exhaust Ventilator and replace with new 28.5 x 28.5 inches ventilator; 480 volt, 3 phase, with a Disconnect Switch	EA	4	\$0.00	\$0.00	\$6,000.00	\$24,000.00
2-B	Remove existing Roof Exhaust Ventilator and replace with new 36 x 36 inches ventilator; 480 volt, 3 phase, with a Disconnect Switch	EA	6	\$0.00	\$0.00	\$6,500.00	\$39,000.00
3-B	Remove existing Roof Exhaust Ventilator and replace with new 46 x 46 inches ventilator; 480 volt, 3 phase, with a Disconnect Switch	EA	4	\$0.00	\$0.00	\$7,000.00	\$28,000.00
	Subtotal				\$57,711.00		\$91,000.00
	Grand Total; Base Bid, Additive Alternate A and Additive Alternate B				\$355,030.00		\$503,500.00

NOTICE OF EXEMPTION

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

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

Project Title and Location (including county):

Sports Center Roof Skylight Panel Replacement, City Project No. 586-ARC. 9520 Hildreth Avenue South Gate, Los Angeles, CA 90280

Project Description:

Remove and replace the existing skylights, remove and replace the ventilators over the pool area.

Name of Public Agency Approving Project:

City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:

Clint Herrera, P.E., City Engineer - City of South Gate

Exempt Status: (Check one)

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

Reasons why project is exempt:

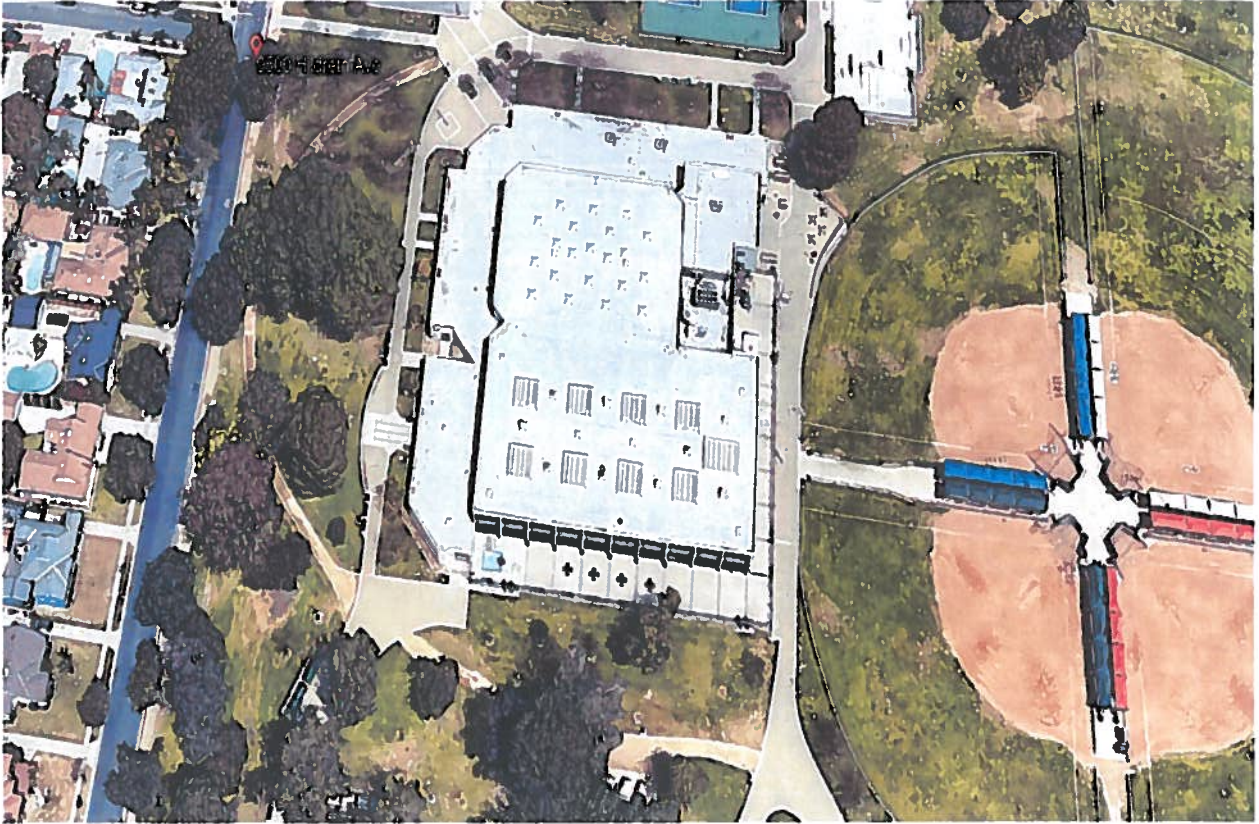
This project is Categorically Exempt under Existing Facilities Section 15301 Class 3 (c) installation of small new equipment and facilities in small structures.

Lead Agency Contact Person and Phone Number:

Clint Herrera, P.E., City Engineer - City of South Gate
323-536-9582 cherrera@sogate.org

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

Signature	Clint Herrera, P.E., City Engineer	
	Printed Name and Title	Date



Sports Center Roof Skylights

RECEIVED

Item No. 11

JUL 15 2019

City of South Gate
CITY COUNCIL


CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:10pm

AGENDA BILL

For the Regular Meeting of: July 23, 2019
Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: CONCESSION AGREEMENT WITH THE SOUTH GATE JUNIOR ATHLETIC ASSOCIATION

PURPOSE: To receive and file new Concession Agreement allowing the Junior Athletic Association (JAA) to operate the Snack Bar at the South Gate Sports Center.

RECOMMENDED ACTION: Receive and file new Concession Agreement with the South Gate Junior Athletic Association to provide food vending services to South Gate Park patrons, for a term of three years.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Agreement requires the JAA to pay the City 8 ½% of their gross sales. During Fiscal Year 2017/18, the payment to the City was \$1,132.08. Payments to the City for the current Fiscal Year are expected to be less than \$1,000, when figures for June are submitted. Sales were negatively impacted by the amount of rainy days this past year.

ALIGNMENT WITH COUNCIL GOALS: This action supports the City Council's goal of supporting and increasing capacity of our local non-profits. The JAA uses the proceeds from their snack bar operation to purchase additional equipment and to provide financial assistance to participants allowing them to serve more residents.

ANALYSIS: Snack bars at municipal facilities that host youth sports programs are typically operated by those organizations allowing the non-profit organizations to use their volunteer base and high volume of youth and parents, to generate additional revenue to support the programs. Sales volumes are typically too low to attract commercial vendors and by utilizing a non-profit organization, the City gains the benefit of providing additional support to those programs with little or no added cost to the City. Although often done without an agreement, Staff provides these non-profit organizations with a three year concession agreement to ensure that all terms and expectations are clear. The Parks & Recreation Commission and the Director of Parks & Recreation (Director) are responsible for oversight of these concession agreements. This process is within the authority of the Director to execute and review agreements annually, and as needed by the Parks & Recreation Commission. This process has been discussed with the City Council and agreed that a formal approval of the non-profit organization agreements by the City Council is not required.

BACKGROUND: This item was placed on the agenda at the request of Council Member María Belén Bernal. The JAA has operated the Snack Bar, located in the back of the South Gate Sports Center, for over 30 years. Previously, outside concessions at the park were handled by a for profit concessionaire. In 2010, due to numerous complaints and problems with those for-profit concessionaires, the City decided to add outside concessions to the JAA agreement along with their operation of the Snack Bar. These outside concessions are limited to non-motorized vehicles and inventory and proceeds are checked at the end of each day and included with the day's sales of the Snack Bar.

The JAA does not currently utilize parent volunteers to operate the Snack Bar, however all current Snack Bar staff and outside sales cart operators are registered volunteers, they are not paid for their time and have received a background check, just as all other volunteers must receive. Charts showing the gross receipts and City proceeds for the past five years are attached to this Agenda Bill.

The JAA's current agreement expired on June 30, 2019. Staff has provided the JAA with a one month extension to give the City Council the opportunity to review and comment on the Agreement prior to its execution. A copy of the new agreement is attached. Terms of the agreement remain the same with only a few updates to reflect the actual operations such as allowing a computer or other approved sales system in place of the previously required cash register if desired by JAA.

ATTACHMENTS: 1) Concession Agreement
2) Five Prior Year Proceeds Chart

2014/15

Month	Gross	Net
JUL	1,974.00	157.92
AUG	1,466.00	117.28
SEP	3,302.00	244.16
OCT	2,503.00	200.00
NOV	318.00	24.00
DEC	1,346.00	107.68
JAN	394.00	31.52
FEB	1,088.00	87.04
MAR	1,401.00	112.08
APR	1,275.00	102.00
MAY	1,799.00	144.02
JUN	4,368.00	349.44
Vendor Total	21,234.00	1,677.14

2015/16

Month	Gross	Net
JUL	1,974.00	157.92
AUG	3,070.00	245.40
SEP	3,714.00	186.40
OCT	3,165.00	253.20
NOV	933.00	74.64
DEC	622.00	49.24
JAN	317.00	25.36
FEB	388.00	31.04
MAR	734.00	58.72
APR	1,123.00	89.84
MAY	1,752.00	140.00
JUN	2,034.00	162.74
Vendor Total	19,826.00	1,474.50

2016/17

Month	Gross	Net
JUL	1,383.00	110.64
AUG	1,916.00	153.28
SEP	1,729.00	138.32
OCT	1,964.00	158.72
NOV	324.75	25.98
DEC	162.00	12.96
JAN	557.00	44.56
FEB	227.00	18.16
MAR	1,084.00	86.72
APR	1,217.00	97.36
MAY	2,722.00	221.76
JUN	2,357.00	188.56
Vendor Total	15,642.75	1,257.02

2017/18

Month	Gross	Net
JUL	1,005.00	80.40
AUG	1,423.00	113.84
SEP	1,915.00	153.20
OCT	1,262.00	100.96
NOV	997.00	79.76
DEC	272.00	21.76
JAN	782.00	62.56
FEB	773.00	61.84
MAR	983.00	78.64
APR	1,154.00	92.32
MAY	1,636.00	130.88
JUN	1,948.00	155.84
Vendor Total	14,150.00	1,132.00

2018/19

Month	Gross	Net
JUL	782.00	62.56
AUG	1,251.00	100.08
SEP	1,588.00	127.04
OCT	1,844.00	147.52
NOV	450.00	36.00
DEC	239.00	19.12
JAN	263.00	21.04
FEB	266.00	21.28
MAR	847.00	67.76
APR	1,410.00	112.80
MAY	1,970.00	157.60
JUN		
Vendor Total	10,910.00	872.80

**CONCESSION AGREEMENT FOR FOOD VENDING SERVICES
BETWEEN THE CITY OF SOUTH GATE AND
THE SOUTH GATE JUNIOR ATHLETIC ASSOCIATION**

This Concession Agreement for food vending services (“Agreement”) is made and entered into on July 23, 2019, and effective July 1, 2019, by and between the City of South Gate, a municipal corporation (“City”), and the South Gate Junior Athletic Association, also known as South Gate JAA, (“Concessionaire”). City and Concessionaire are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

RECITALS:

WHEREAS, City desires to obtain the services of a concessionaire to provide food vending services to South Gate Park patrons on the terms and conditions herein set forth;

WHEREAS, Concessionaire warrants and represents that it is fully qualified, duly licensed and capable of providing services by virtue of prior experience and as having all necessary health permits and business licenses;

WHEREAS, the food vending services are to be provided in certain facilities and geographic areas, which are specifically described herein Section 3;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PARTIES TO THE AGREEMENT.

The Parties to this Agreement are:

- A. The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. The South Gate Junior Athletic Association, a non-profit corporation, having its principal office at 9520 Hildreth Avenue, South Gate, California 90280.

2. REPRESENTATIVES OF THE PARTIES AND SERVICES OF NOTICES. The representatives of the Parties who are primarily responsible for the administration of this Agreement, and to whom formal notice, demands and communications shall be given, are as follows:

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

Paul L. Adams, Parks & Recreation Director
Parks & Recreation Department
4900 Southern Avenue
South Gate, CA 90280
padams@sogate.org

B. The principal representative of the Concessionaire shall be:

Cynthia Esquivel, Vice President
South Gate Junior Athletic Association
9520 Hildreth Avenue
South Gate, CA 90280
c.cypert@yahoo.com

C. Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery, email or by mail as designated above.

D. In the event of the principal representative designated to receive the notices, demands or communications, or the address of such persons changing, written notice shall be given to the other Party within five (5) working days of said change.

3. FACILITIES AND GEOGRAPHICAL AREAS SUBJECT TO CONCESSION RIGHTS.

The facilities and geographical areas of the city, which are subject to the concession rights provided for herein, are described and defined as follows:

A. South Gate Park:

South Gate Park means all outdoor areas of the park located at 4900 Southern Avenue with the exception of those areas leased to other entities or otherwise exempted by prior agreements or commitments as designated by the City.

B. South Gate Sports Center Snack Bar:

South Gate Sports Center Snack Bar means that area inside the South Gate Sports Center complex designated by the Director of Parks & Recreation ("Director") for the sale of food items.

4. GRANT OF CONCESSION.

City hereby grants to Concessionaire, upon the terms and conditions hereinafter set forth, a concession to provide food vending services within certain designated facilities and geographical areas of the city, which concession shall consist of the following rights:

A. The exclusive right to operate, for the benefit of the general public, food vending services at South Gate Park and South Gate Sports Center Snack Bar.

B. The exclusive right to provide food vending services in the South Gate Park open spaces as designated in 3-A above.

C. City agrees that it will not, during the term of this Agreement, grant similar rights to any other person to provide general, at-large food vending services, provided, however, that

the Director may, after consultation with Concessionaire and notice to the City Manager, determine that Concessionaire is not capable of handling a special event due to the high public attendance that is anticipated. In such cases, the Director may authorize additional food vendors as the Director determines are necessary to service that portion of the public demand not serviceable by Concessionaire. City also retains authority to authorize from time-to-time, food vending services by other vendors for special events or limited groups in the facilities or geographical areas herein specified.

- D. This Agreement does not exclude private food vendors or caterers that are contracted or arranged to provide food services or vending to private groups or events that have received a facility use permit through the City.
- E. Nothing in this Agreement should be construed as to require City to expend or provide additional resources for the purpose enforcing the exclusive nature of this Agreement by providing law enforcement to prevent illegal vendors from operating in the outdoor areas subject to this Agreement.
- F. The Director may, by mutual agreement of Concessionaire, reduce the scope of services of this Agreement to specific dates, times or locations. In the event that such limitations, the Director may choose to enter into additional agreements with other vendors to provide food service to those areas or times not included in this Agreement.

5. EXCLUSIVE RIGHT TO USE SOUTH GATE SPORTS CENTER SNACK BAR.

In addition to the rights set forth in Section 4, and on the condition that Concessionaire continues to keep same in good condition and repair, City hereby grants to Concessionaire the exclusive right to operate certain facilities identified on Exhibit A, attached hereto and incorporated herein by this reference, which facility is hereinafter referred to as Snack Bar.

6. CONCESSIONAIRE'S OBLIGATIONS REGARDING SNACK BAR EQUIPMENT, UTILITIES, ETC.

- A. **REPAIR AND MAINTENANCE.** Concessionaire acknowledges that, prior to execution of this Agreement, it has inspected the current Snack Bar area and Equipment and accepts the risk of repair and maintenance of said equipment. Concessionaire shall repair and maintain Snack Bar area at its sole cost and expense throughout the term of this Agreement and shall return same to City upon the termination of this Agreement in the same condition, reasonable wear and tear excepted. Concessionaire assumes liability for the replacement cost of all equipment provided with the Snack Bar which is lost, stolen or destroyed during the term of this Agreement. If any of the Snack Bar Equipment shall become inoperable for any reason, Concessionaire shall, at its sole cost and expense, repair or replace such equipment to Concessionaire's and City's mutual satisfaction. Concessionaire shall have title to all Snack Bar Equipment which it has provided, at its expense, except to the extent that such was required due to Concessionaire's obligation to repair and maintain the City's Snack Bar Equipment, in which case title to same shall remain with the City.

- B. UTILITIES. City agrees to furnish, at City's expense, all water, natural gas, electricity, sewage and rubbish removal services to reasonably meet the requirements of the food vending services to be provided by Concessionaire. All other utilities, including telephone, if any, shall be provided by Concessionaire at its sole cost and expense.
 - C. ALTERATIONS AND IMPROVEMENTS. City shall not be required to make any alterations or improvements to the Snack Bar area, or any adjacent improvements. Concessionaire shall not make any such alterations or improvements without the advance written permission of City.
 - D. RIGHT TO INSTALL TRADE FIXTURES AND EQUIPMENT. Concessionaire shall have the right to install equipment and trade fixtures at its sole cost and expense. Title to same shall revert to City if Concessionaire does not remove the same and cause the premises to be returned to their original condition within thirty (30) days after termination of this Agreement.
7. **CONCESSIONAIRE'S OPERATING RESPONSIBILITIES.** During the term of this Agreement, Concessionaire shall provide the following food vending services and adhere to the following operational requirements:
- A. **SNACK BAR SERVICE.** Concessionaire shall, on a schedule approved by the Director, provide food vending services at or from the Snack Bar.
 - 7.A.1. **Menu.**

The menu may include non-alcoholic beverages and prepackaged snacks. If Concessionaire desires to provide prepared food for sale, all equipment and health permits required are the responsibility of Concessionaire. The menu shall include healthy snack and drink alternatives for those who desire them to the extent reasonable as determined by the Director. Energy drinks or similar beverages with higher than normal sugar or caffeine content may not be sold. The menu shall be approved by the Director annually or at any such time as the Director determines that significant changes have been made to the previously approved menu. It shall be Concessionaire's sole responsibility to present a complete and accurate updated menu to the Director by June 1 of each year. The Director shall approve said menu, with any requested modifications no later than June 30 of that same year.
 - 7.A.2. **Prices.**

The prices of food products sold by Concessionaire shall be maintained at prices approved by the Director, but in no event shall such be set as to exceed 120% of median prices of similar food products sold elsewhere in the city.
 - B. **PORTABLE CONCESSION SERVICES.** Concessionaire may, during hours approved by the Director, provide food-vending services through push carts, portable stands and other movable devices appropriate for the dispensing and sale of food as approved by the

Los Angeles County Health Department (portable concession stands). A truck or motor vehicle may not be used for this purpose and vending from a truck or vehicle is not allowed in the park. Small, motorized service vehicles may be used with the approval of the Director and may be subject to limitations as to hours of operation and/or restrictions on areas where these vehicles may operate.

7.B.1. Equipment.

Concessionaire shall provide all equipment used in connection with all portable concession stands used as part of this Agreement. All portable stands shall be licensed and approved by the Los Angeles County Health Department and approved for use by the National Food Service Association. The City shall, at the Concessionaire's request, provide a 10' x 15' minimum sized storage area for any portable concession equipment. All such equipment shall be stored safely and out of sight when not in use.

7.B.2. Prices.

The prices of food products sold by Concessionaire from all Portable Concession Stands shall not exceed 120% of typical prices for substantially similar food products sold elsewhere in the City. All prices and menus for portable concession sales shall be included on the approved price list.

7.B.3. Storage of Portable Stands.

During the hours that a Portable Stand is not in operation, Concessionaire shall store said equipment in a safe and secure manner out of sight of the general public. Concessionaire may, but is not required to, remove such Portable Concession Stands from City property. If Concessionaire desires to store any Portable Concession Stands on City property, Concessionaire shall store same in a safe and secure manner at such location or locations as the Director may specify. Concessionaire shall assume all risk of damage or injury to same occurring through the negligent or criminal acts of any person related to storage of Portable Stands,

7.B.4. Damage to Portable Stands.

City shall not be responsible for any damage which a Portable Stand or any of its contents may suffer, as a result of vandalism, or other negligent criminal acts directed towards such equipment, regardless of whether the Portable Concession Stand is in "service." Concessionaire assumes all risk of such damage.

C. Warranty and Representations.

7.C.1. Concessionaire warrants and represents that it is a non-profit organization as stipulated under section 501(C)(3) of the United State Tax Code. Concessionaire further warrants and represents that, if at any time, Concessionaire ceases to hold a valid 501(C)(3), Concessionaire shall immediately notify the Director within forty-eight (48) hours of that determination.

7.C.2. Authorized Holder of Necessary Health Permits. Concessionaire warrants and represents that it holds all necessary health permits and that such are active and in good standing. Concessionaire agrees it will notify the Director within forty-eight (48) hours in the event said permits expire or are revoked.

8. CONCESSION FEE AND RELATED PROVISIONS.

As a consideration for rights and privileges granted to Concessionaire hereunder, Concessionaire shall pay to City a concession fee, which shall be determined and paid as follows:

- A. Concessionaire shall pay to City eight percent (8%) of gross receipts from all sales generated pursuant to the rights herein granted. Payment shall be made by Concessionaire to City within ten (10) days after the end of each calendar month during the term of this Agreement. Each payment shall be accompanied by a report showing in detail the manner in which the same was calculated.
- B. Audit Rights of the City.
City shall have the right to audit all of Concessionaire's books and records which document the determination of concession fees which are payable to City under this Agreement. Such audit or audits may be conducted at any time during normal business hours without advance notice.
- C. Cash Registers Required.
Concessionaire shall maintain and adhere to appropriate accounting practices including the use of electronic or mechanical cash register or recording devices to record all sales and transactions related to Snack Bar food vending services conducted pursuant to this Agreement. All Portable Concession Stands sales shall be recorded or registered daily including starting and ending inventory and total sales. The City's Director of Administrative Services will approve any bookkeeping and sales recordation system used in relation to food vending services conducted pursuant to this Agreement.
- D. Reconciliation to Tax Return Information.
At the request of City, Concessionaire shall provide a reconciliation of the data relating to the business conducted under this Agreement to Concessionaire's Federal and State Income and Sales Tax returns, and to any Business License Tax information submitted to City.
- E. Duty to Pay Business License Tax.
Nothing herein shall relieve Concessionaire of its duty to pay any required Business License Tax, or to submit a return to the City documenting the amount of Business License Tax due.

9. GENERAL OPERATING REQUIREMENTS.

During the term of this Agreement, and while performing the duties of Concessionaire herein set forth, Concessionaire shall comply with the following minimum operating standards:

A. **Employee Standards.** All employees paid by the Concessionaire shall be legally qualified for employment and shall be compensated in the manner required by law, including all prevailing wage requirements applicable to such employees. Concessionaire shall comply with all employment laws, including but not limited to workers' compensation and all laws establishing safety standards.

9.A.1. All employees and volunteers shall be attired in recognizable uniforms, shall have a City issued ID visible, and shall have a neat, clean and presentable appearance at all times.

9.A.2. Concessionaire shall neither employ nor allow volunteer service from any person in connection with the services to be provided under this Agreement who has been convicted of a felony within four (4) years from the date of the commencement of employment or volunteer service. All employees and volunteers of Concessionaire shall be required, at Concessionaire's sole cost, to have an investigation performed by City, by and through its Police Department, to determine that they comply with the requirement of this provision.

9.A.3. Concessionaire acknowledges that it is an independent contractor and not an employee of City; and that all persons retained by and through Concessionaire in connection with the performance of this Agreement shall be deemed to be Concessionaire's employees or volunteers and not employees or volunteers of City. Concessionaire shall be required to carry workers' compensation insurance in connection with all employees and volunteers in the amount required by law and shall provide City evidence of such insurance.

9.A.4. In the operation of the concession granted pursuant to this Agreement, Concessionaire shall not discriminate against any person on the basis of race, religion, color, ancestry, sex or national origin.

B. **Health and Performance Standards.**

9.B.1. Concessionaire shall obtain and maintain all health certificates required by law for its operation and shall post the same as required by law on all concession equipment or designated premises.

9.B.2. **Maintenance of Service Areas.** All areas of the City parks and facilities utilized or occupied by Concessionaire shall be kept in a neat, clean, presentable, and sanitary condition, and no nuisance of any kind shall be conducted or permitted by Concessionaire in or around any service areas.

9.B.3. Inventory. Concessionaire shall at all times maintain an adequate inventory of food and supplies necessary to service the demand of the public for the food items identified in the Concessionaire's approval price list.

- C. Trash Receptacles. Concessionaire shall be responsible for placing City trash receptacles in the immediate vicinity of all points of sale at which the Concessionaire operates, and during all hours of operation. All garbage, cans, bottles, and rubbish accumulating in or about the points of sale shall be promptly and properly disposed of by the Concessionaire by placing same in proper containers so that such containers may be removed by solid waste disposal services provided by City.
- D. Signs. Concessionaire shall not place or maintain any sign, emblem, or other advertising matter of any kind in or about the premises or equipment under its control without the advance written permission of City. City shall have the right to remove any unauthorized sign, emblem or other advertising matter.
- E. Prohibited Items. Concessionaire shall not possess, maintain, sell, distribute, or give any alcoholic beverage, illegal drug, drug paraphernalia, and/or tobacco products, to any person from any service area designated in this Agreement. Concessionaire shall provide to the Director a published Price List setting forth all products and items to be sold and the price to be charged for same. Concessionaire shall sell such products and items only at the prices indicated on the Price List unless and until a revised Price List containing prices within the parameters established by this Agreement has been submitted to and marked as "approved and signed" by the Director.

10. TERM OF AGREEMENT.

This Agreement is effective as of July 1, 2019, and will remain in effect for a period of three (3) years from said date through and until June 30, 2022, unless terminated otherwise in accordance with the terms of this Agreement.

Notwithstanding the foregoing term of this Agreement, City shall have the right upon thirty (30) days advance written notice, to terminate this Agreement with or without cause.

11. INSURANCE AND INDEMNIFICATION.

- A. Insurance. Concessionaire shall maintain insurance coverage and provide City with a certificate of same in a form satisfactory to the City Attorney, which provides public liability, product liability and contractual liability insurance with a combined single limit of a sum not less than one million dollars (\$1,000,000). City shall be named as additional insured.
- B. Indemnification. Concessionaire hereby agrees to indemnify, defend and hold City, its directors, officers and employees harmless from and against any and all loss, claims, costs, expenses, liabilities and damages which City may incur or suffer as a result of any

act, or failure to act, by Concessionaire in connection with its performance of this Agreement.

- C. No Claim for Loss of Income. If it is necessary, for any reason, to preclude access to the service areas herein designated whether for reasons of repair, maintenance, improvement or alteration of City's park facilities, or otherwise, Concessionaire assumes the risk of any loss of income or continuous expenses incurred, and shall relieve City of all claims in regard thereto.

12. DISPUTE RESOLUTION.

- A. The Director, and on appeal, the Parks & Recreation Commission, shall have the authority to establish procedural rules and regulations not inconsistent with the terms and conditions herein set forth.
- B. The Director shall make a good faith effort to immediately bring to the attention of Concessionaire any areas of service or other matters for which Concessionaire is responsible under this Agreement which the Director believes are deserving of special attention.
- C. Any dispute between Concessionaire and City as to the Concessionaire's duties hereunder shall, in the first instance, be discussed in good faith by the Director and the Concessionaire. If the dispute cannot be resolved, the Director shall submit the matter to the Parks & Recreation Commission, and thereafter, if the matter remains unresolved, to the attention of the City Council. A determination by the City Council shall be final and conclusive as to the dispute in question.

13. NON-ASSIGNABILITY OF AGREEMENT.

This Agreement has been executed by City and Concessionaire based upon the special qualifications unique to Concessionaire. This Agreement, and all rights, benefits and obligations hereunder accruing to Concessionaire shall not be assigned or transferred to any other person, firm or entity without the express written consent of City.

14. BINDING EFFECT.

The covenants and conditions herein contained shall apply to and be binding upon the successors and assigns of the Parties hereto.

15. ENTIRE AGREEMENT.

This Agreement represents the entire and integrated agreement between City and Concessionaire and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by both City and Concessionaire.

16. CITY'S RIGHT TO INSPECT.

City reserves the right to inspect the equipment of the Concessionaire, and all premises utilized or occupied by Concessionaire, at all reasonable times, as determined by the Director, in order to ensure full compliance with the terms and conditions of this Agreement.

17. ABANDONMENT OF EQUIPMENT.

If Concessionaire abandons its duties and obligations under this Agreement, and leaves equipment on or in the possession of City, said equipment shall become the property of City if Concessionaire fails or refuses to remove said equipment within ten (10) days after receipt of City's notice of abandonment.

18. WAIVER OF BREACH.

Waiver by either Party of any single breach of this Agreement shall not be deemed to be a waiver of any breach of any other provision herein.

19. FOOD PATRONS PERMITTED.

Nothing herein shall require City to adopt any rules or regulations prohibiting park patrons from bringing their own food to any City park.

20. TAXES.

Any property taxes, including possessory interest taxes, which may be due as a result of Concessionaire's occupancy or use of the Snack Bar area under the terms of this Agreement shall be the responsibility of Concessionaire.

21. EFFECTIVE DATE.

The effective date of this Agreement is July 1, 2019, and shall remain in effect through and until June 30, 2022, unless terminated otherwise in accordance with the terms of this Agreement.

22. CHOICE OF LAW AND VENUE.

This Agreement shall be governed by the laws of the State of California, without any regard to conflict of law principals. Venue shall exist within the Los Angeles County Superior Court.

23. CONSULTATION WITH ATTORNEY.

Concessionaire warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

24. NO INTERPRETATION AGAINST DRAFTING PARTY.

City and Concessionaire 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 this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

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: _____
Paul L. Adams, Director of Parks & Recreation

Date: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

SOUTH GATE JUNIOR ATHLETIC ASSOCIATION:

By: _____
Cynthia Esquivel, Vice President

Date: _____

RECEIVED

JUL 16 2019

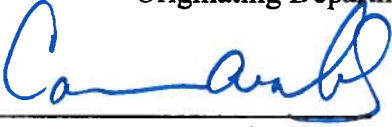
City of South Gate
CITY COUNCIL


CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:00PM

AGENDA BILL

For the Regular Meeting of: July 23, 2019
Originating Department: Office of the City Clerk

City Clerk: 
Carmen Avalos

City Manager: 
Michael Flad

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES.

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

RECOMMENDED ACTION:

- A. Approve the Regular Meeting and Special Meeting minutes of June 25, 2019
- B. Approve the Special Meeting minutes of July 2, 2019
- C. Approve the Regular Meeting and Special Meeting minutes of July 9, 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, JUNE 25, 2019**

CALL TO ORDER Denise Diaz, Vice Mayor called a Special City Council meeting to order at 5:32 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Vice Mayor Denise Diaz, Council Member Al Rios, Council Member Maria Davila and Council Member María Belén Bernal; Arturo Cervantes, Assistant City Manager, City Attorney Raul F. Salinas

ABSENT Mayor Jorge Morales, City Treasurer Greg Martinez, City Manager Michael Flad

CLOSED SESSION The Council Members recessed into Closed Session at 5:35 p.m. and reconvened at 6:43 p.m. with four (4) Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)
 - a. Daniel Canizales v. City of South Gate
 - b. Alma Gonzalez Martinez De Castillo v. City of South Gate
 - c. Graciela Carrillo & Abel Mejia v. City of South Gate

Item 1a is a matter of a dismissal. The City entered into a tolling agreement to allow this item to be brought back at a later time by a motion made by Council Member Rios and seconded by Council Member Davila. The vote was 4 to 0 with Mayor Morales not present.

Item 1b is a claim brought against the City. In Closed Session the City Council considered whether to continue litigation or enter into a settlement. On a motion made by Council Member Bernal and seconded by Council Member Davila the City Council authorized the City Attorney's Office to propose a small settlement in that matter. The amount of that settlement will not be disclosed now because the settlement is still the subject of ongoing negotiations.

Item 1c is a tort claim involving a traffic collision and one of the City's vehicles. The City Council moved to deny the claim on a motion made by Council Member Davila and seconded by Council Member Bernal.

SPECIAL CITY COUNCIL MEETING MINUTES OF JUNE 25, 2019

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

Two (2) - Potential Cases

For Item 2 both the City Attorney and Council Member Rios did not participate in the discussion of those items and in their absence the City Council moved forward to discuss with staff. Upon completion of the report, there was no action taken.

3. CONFERENCE WITH LEGAL COUNSEL – THREATENED LITIGATION

Pursuant to Government Code Section 54956.9(b)(3)(D)&(E)

Two (2) - Potential Cases

For Item 3 there were two potential matters that were discussed in Closed Session. There was a presentation given by the City Attorney and staff in connection with those matters. Upon completion of the report there was no reportable action by the City Council on either one of the matters.

ADJOURNMENT

Vice Mayor Diaz adjourned the meeting at 6:46 by motion of Council Member Bernal and seconded by Council Member Davila.

PASSED and APPROVED this 23rd day of July, 2019.

ATTEST:

Jorge Morales, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JUNE 25, 2019**

CALL TO ORDER Denise Diaz, Vice Mayor called a Regular City Council meeting to order at 6:48 p.m.

INVOCATION Randall Davis, Chief of Police

PLEDGE OF ALLEGIANCE John Robert Montalvo, Vice Commander of the American Legion Post #335

ROLL CALL Carmen Avalos, City Clerk

PRESENT Vice Mayor Denise Diaz, Council Member Al Rios, Council Member Maria Davila and Council Member María Belén Bernal; City Treasurer Gregory Martinez, Assistant City Manager Arturo Cervantes, City Attorney Raul F. Salinas

LATE Mayor Jorge Morales arrived at 7:21 p.m.
City Manager Michael Flad arrived at 7:22 p.m.

1
PROCLAMATIONS The City Council issued a Proclamation to the American Legion Post #335 in recognition and celebration of the organization’s 100th Anniversary.

2
PROCLAMATIONS The City Council issued a Proclamation declaring the Fourth of July 2019, as Independence Day in honor and celebration of the nation’s 243rd birthday.

3
PROCLAMATIONS The City Council issued a Proclamation declaring the month of July 2019, as “Parks Make Life Better” Month.

4
PRESENTATIONS The City Council presented a Certificate of Appreciation, lawn sign, and Azalea plant to the 12 residents selected by the Planning Commission in recognition of their efforts to beautify and maintain their homes.

5
CITY FEES The City Council conducted a public hearing and adopted Resolution No. 7872 entitled - A Resolution of the City Council of the City of South Gate, California, amending Resolution No. 7838 (Schedule of Fees), to apply a 2.51% increase to the residential refuse collection and recycling services rates for Fiscal Year 2019/2020 by motion of Council Member Bernal and seconded by Council Member Davila.

Art Cervantes, Assistant City Manager/Director of Public Works gave a brief summary of the item.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2019

5

CITY FEES CONT'D

Vice Mayor Diaz opened the Public Hearing and asked if anyone in the audience would like to speak on this item.

Virginia Johnson, 5751 McKinley Avenue said that she is confused that if City Council is not voting to approve the fees because it is automatic, what does it means to change the fees.

Mr. Cervantes responded that the schedule of fees contains the fees that are applied by the City. One of the fees that are listed are those that Waste Management charges. On behalf of Waste Management the City collects for the residential accounts. This year's fees are in the schedule of fees. To change the schedule of fees it requires the adoption of a Resolution by City Council.

Nick Godoy, 8611 San Gabriel Avenue asked if the 2.5% is applied to both the refuse collection and the recycling collection. This would make it a 5% increase.

Seeing no one else come forward, Vice Mayor Diaz closed the Public Hearing.

Mr. Cervantes responded that the 2.51% applies to all the rates that Waste Management charges. This includes the residential rates and recycling rates as well. It is not 2.51 plus 2.51 because there is more than one service. It is just 2.51% across the board.

Council Member Rios asked if it is an ongoing process that happens every year. That 2.51% is close to .46¢.

COMMENTS FROM THE AUDIENCE

Virginia Johnson, 5751 Mc Kinley Avenue, has noticed many "A" frame signs on the public right-of-way. These signs block handicap access and the entrances to the buildings. She took pictures of these signs and the majority of them are on Garfield Avenue and Main Street. She does not see this in other Cities so why should we in South Gate have to accept this as normal business practices when it is against our code.

Julie Hernandez Chang and Iris Ilagan from the Leland Weaver and Hollydale Libraries invited everyone to the Library of the Year Celebration on Saturday, June 29th at the Manhattan Beach Library and they also announced that the Grand Reopening of the Hollydale Library will be Saturday, July 13th.

Andrea Palino, 11625 Utah Avenue, thanked Mr. Cervantes for assisting the residents to get their alley ways cleaned up.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2019

COMMENTS FROM THE AUDIENCE CONT'D

Arthur Rockwell, Focus Media Group said that Focus Media Group partners with cities in Southern California to offer services, amenities and maintenance. They will be entering into a franchise agreement with the City of South Gate for these services. They are currently finalizing the details of the agreement and it should be coming before Council in August.

Eleni, USC School of Public Policy shared information on The Local Leaders Academy which is designed to train elected officials on developing leadership skills. The program begins in August.

Nick Godoy, 8611 San Gabriel Avenue, said that he tried to get a fee waiver for an upcoming American Legion event. The Legion would appreciate the City Council waiving the permit fees.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Mike Flad, City Manager said that the Mayor and the City Manager had the opportunity to meet with Frank Uri and different representatives from various performing and physical arts groups around Los Angeles County to discuss the proposed SELA Cultural Center. The cultural arts center is being planned along the Los Angeles River. There is cooperation from the State, County and local level of Governments to provide cultural arts programming and a physical space. It would be located at the confluence point of the Rio Hondo in South Gate.

Carmen Avalos, City Clerk attended the NALEO conference in Miami. It was very exciting to see what is happening across the nation.

Greg Martinez, City Treasurer announced that the homeless number officially came out. The previous year's count was 261, which is up substantially from the year prior. This year our count is 362, which is an increase of over 100% in just two years.

Council Member Davila stated that she and Council Member Rios attended the Council of Government summit where they discussed public partnerships and the homeless issue. There was a lot of information to bring back. She also attended the Rotary Golf Tournament.

Council Member Rios also attended the Council of Government summit and a Grid presentation. Grid is a nonprofit organization that promotes electric cars.

Council Member Rios announced that there will be a SELA Arts Festival at the LA River on July 27, 2019. On June 26th, Metro is having a transit event at South Gate Park. There will also be an executive boot camp for non-profits on July 19th. Currently they have not announced the location for the boot camp.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2019

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONFID

Council Member Bernal attended the Independent Cities Association Board Meeting and they are preparing for the summer sessions.

Council Member Bernal met with Communities for Better Environments and Art Cervantes, Assistant City Manager/Director of Public Works today regarding public spaces and the 710 corridor. They understand that we cannot achieve 100% and that there is always room for collaboration. They spoke about local hiring and the need for low income housing.

Council Member Davila wanted to share that ten students from Legacy High School's Steam Program went to Prague for a technology/engineering competition and they won 1st prize. Some of these students missed their graduation so they could not compete in this competition.

Vice Mayor Diaz said that there was another young talent that was showcased on ABC. It was a young South Gate resident that beat bullying through boxing.

Vice Mayor Diaz attended the League's Policy Committee and asked for the organization to be more involved with air quality. She also attended the NALEO Conference where one of the main topics was the census.

Mayor Morales spoke about the proposed SELA Cultural Center. He also attended the NALEO Conference and the Mayor felt that the most important part of the conference was the discussion about the census. South Gate has established our Complete Count Committee and he wants to be sure that we are involved to get that 100% count.

CONSENT CALENDAR

Agenda Items 6, 7, 8, 9, 10, 11, 12, 13, and 14 were unanimously approved by motion of Council Member Davila and seconded by Council Member Bernal.

6

ETHICS

The City Council waived the reading in full and unanimously adopted Ordinance No. 2362 entitled – Ordinance of the City Council of the City of South Gate, California, amending certain Subsections of Sections 1.02.040 (Prohibited Uses of City Seal), 1.02.050 (Authorized Uses of City Seal), and 1.02.060 (Specially Permitted Uses of the City Seal), of Chapter 1.02 (City Seal), of Title 1 (Administration and Personnel), of the South Gate Municipal Code regarding use of the City Seal during Consent Calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2019

7

CDBG

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

- a. Approved Community Development Block Grant (CDBG) Program Subrecipient Agreements for Fiscal Year 2019/20 with:
 1. Fair Housing Foundation (Contract No. 3532);
 2. Southern California Rehabilitation Services (Contract No. 3533);
 3. The Salvation Army (Contract No. 3534);
 4. Helpline Youth Counseling (Contract No. 3535);
 5. Tweedy Mile Association (Contract No. 3536); and
- b. Authorized the Mayor to execute the Agreements in a form acceptable to the City Attorney.

8

SEWER VIDEO

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

- a. Approved Amendment No. 1 to Contract No. 3241 with National Plant Services, Inc., extending the term of the contract by 18-months as necessary to fund services rendered under the Sanitary Sewer Main Closed Circuit Television Inspection Services (CCTV) between March 2, 2018 through August 31, 2019, to meet the State's program requirements, in an amount not to exceed \$100,000; and
- b. Authorized the Mayor to execute Amendment No. I in a form acceptable to the City Attorney.

9

WATER ISSUES

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

- a. Approved Amendment No. 2 to Contract No. 3340 with SAFNA Engineering & Consulting, a division of Heateflex, for project management services necessary for the delivery of water system improvement projects in an amount not-to-exceed \$248,000, for an additional one-year term, through June 30, 2020; and
- b. Authorized the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2019

10

WATER PLANNING

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

- a. Approved the Groundwater Pumping Rights Lease Agreement (Contract No. 3537) with Rockview Dairies, Inc. to lease 30 acre-feet of the City's Fiscal Year 2018/2019 groundwater pumping rights, without flex, in the amount of \$5,700; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

11

URBAN

REFORESTATION

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

- a. Approved an Agreement (Contract No. 3538) with the Los Angeles County Flood Control District authorizing the City to modify and utilize the Bandini Channel in accordance with the improvements proposed under the Urban Orchard Project, for a 25-year term, at no cost to the City; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

12

AUDITS

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

- a. Approved a Professional Services Agreement (Contract No. 3539) with Davis Farr LLP for auditing services of the transient occupancy tax revenue in an amount not to exceed \$82,500; and
- b. Authorized the Mayor to execute the Professional Services Agreement in a form acceptable to the City Attorney.

13

ADMIN SERVICES

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

- a. Approved Amendment No. 3 to Contract No. 3307 with MV Cheng & Associates extending as-needed accounting services through December 31, 2019; and
- b. Authorized the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

14

MINUTES

The City Council unanimously approved the Special Meeting minutes of May 28, 2019 and June 11, 2019.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2019

**15
WATER MASTER
PLAN**

The City Council unanimously received and filed a presentation of the City's Water Master Plan from the Department of Public Works by motion of Council Member Bernal and seconded by Council Member Davila.

**16
SEWER
RFHAB**

The City Council unanimously received and filed a presentation of the City's Sewer Master Plan from the Department of Public Works by motion of Council Member Bernal and seconded by Council Member Davila.

**17
WARRANTS**

The City Council unanimously approved the Warrants and Cancellations for June 25, 2019 by motion of Council Auditor Bernal and seconded by Council Member Davila.

Total of Checks:	\$2,311,049.81
Voids	\$ (7,386.84)
Total of Payroll Deductions:	<u>\$ (350,130.40)</u>
Grand Total:	\$1,953,532.57

Cancellations: 82372, 82816, 83099, 83116

ADJOURNMENT

Mayor Morales unanimously adjourned the meeting at 8:04 p.m., by motion of Council Member Bernal and seconded by Council Member Davila.

PASSED and APPROVED this 23rd day of July, 2019.

ATTEST:

Jorge Morales, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JULY 2, 2019**

- CALL TO ORDER** Jorge Morales, Mayor called a Special City Council meeting to order at 6:00 p.m.
- ROLL CALL** Greg Martinez, City Treasurer
- PRESENT** Mayor Jorge Morales, Vice Mayor Denise Diaz, Council Member Al Rios, and Council Member Maria Davila; City Treasurer Greg Martinez, Assistant City Manager Art Cervantes, City Attorney Raul F. Salinas
- ABSENT** Council Member María Belén Bernal
Carmen Avalos, City Clerk
Mike Flad, City Manager
- CLOSED SESSION** The Council Members recessed into Closed Session at 6:32 p.m. and reconvened at 7:40 p.m. with four (4) Members of Council present. City Attorney Salinas reported the following:
1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE
Pursuant to Government Code Section 54957 and 54957.6
 - a. City Manager
- No reportable action was taken in Closed Session.
- ADJOURNMENT** Vice Mayor Diaz adjourned the meeting at 7:44 p.m. by motion of Council Member Davila and seconded by Council Member Rios.

PASSED and APPROVED this 23rd day of July, 2019.

ATTEST:

Jorge Morales, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JULY 9, 2019**

- CALL TO ORDER** Jorge Morales, Mayor called a Special City Council meeting to order at 5:32 p.m.
- ROLL CALL** Sonia Guerrero, Recording Secretary
- PRESENT** Mayor Jorge Morales, Vice Mayor Denise Diaz, Council Member Al Rios and Council Member Maria Davila; City Manager Mike Flad, City Attorney Raul F. Salinas
- LATE** Council Member María Belén Bernal arrived at the dais at 5:32 p.m.
Carmen Avalos, City Clerk
- ABSENT** City Treasurer Greg Martinez
- CLOSED SESSION** The Council Members recessed into Closed Session at 5:33 p.m. and reconvened at 6:36 p.m. with All Members of Council present. City Attorney Salinas reported the following:
1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a). 54954.9(b)(3)(C)
 - a. Mercury Insurance on behalf of Alfonso Romero v. City of South Gate
 - b. Path Villas v. City of South Gate
- Item 1a concerned a claim for damages by a fallen tree. After reviewing the facts claim there was a motion made to deny the claim by Council Member Davila and seconded by Mayor Morales. The vote was 5 to 0.
- Item 1b involved a cross claim filed by Path Villas against the City of South Gate. Path Villas notified the City that it was withdrawing its cross compliant if the City would agree to waive its fees. After considering the matter in Closed Session, the City Council voted to grant the request by motion of Council Member Davila and seconded by Council Member Bernal. The vote was 5 to 0.

SPECIAL CITY COUNCIL MEETING MINUTES OF JUNE 25, 2019

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

Item 2 was pulled by the City Attorney and was not discussed in Closed Session.

3. CONFERENCE WITH LEGAL COUNSEL – THREATENED LITIGATION
Pursuant to Government Code Section 54956.9(b)(3)(D)&(E)

One (1) - Potential Case

For Item 3 the City Council received a report from the City Attorney's Office aided by staff. The City Council took no action on this item.

4. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8

Property APN: 6204-025-039
Property: 9019 Long Beach Boulevard, South Gate, CA 90280
City Negotiator: Michael Flad, City Manager
Negotiating with: Jon Ungvari Co. Trust
Under Negotiation: Terms of Sale

For Item 4 the City Council received a report from an outside consultant. Upon completion of the report the City Council gave guidance to the negotiating team. There was no reportable action taken.

ADJOURNMENT

Mayor Morales adjourned the meeting at 6:37 p.m. by motion of Council Member Davila and seconded by Vice Mayor Diaz.

PASSED and APPROVED this 23rd day of July, 2019.

ATTEST:

Jorge Morales, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JULY 9, 2019**

CALL TO ORDER Jorge Morales, Mayor called a Regular City Council meeting to order at 6:38 p.m.

INVOCATION Pastor Bobby Scott, Community of Faith Bible Church

PLEDGE OF ALLEGIANCE Rudy Navarro, Former City Treasurer

ROLL CALL Carmen Avalos, City Clerk

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

COMMENTS FROM THE AUDIENCE

Maria Rendon, 8943 Cypress Avenue said that during the Holiday the streets are not being swept but tickets are still being given out. Ms. Rendon has made several calls to the Graffiti Hotline but nothing has been done. She was also given a notice to remove the Christmas lights from her building but these notices were not given out to all neighbors.

John Montalvo, 9815 Virginia Avenue thanked Vice Mayor Diaz and staff for supporting the American Legion. He is also looking at getting information from the City of Downey on providing 72-hour earthquake kits to residents and is concerned with the maintenance on South Gate's Parks.

Nick Godoy, 8611 San Gabriel Avenue spoke on pedestrian safety and believes we need better signage.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Graciela Estrada, 8963 Kauffman Avenue spoke on street sweeping and the complications of parking in our City.

Joe Perez, Director of Community Development announced that on July 13th the Hollydale Library will have their grand reopening event.

Carmen Avalos, City Clerk shared that Los Angeles County staff came to check the Civic Center facility to see if we qualify to be a vote center at our next election in 2020.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 9, 2019

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Council Member Rios invited the public to Salt Lake Park for the Metro Service Council meeting on transportation on Thursday, July 11. There will be two workshops for nonprofits hosted by the SELA Collaborative in Lynwood on July 19th.

Council Member Bernal spoke on Social Media and the how it can be useful to inform the public on what projects the City is working on. She also thanked staff for the extra time it takes for them to respond to these posts.

CONSENT CALENDAR

Agenda Items 1, 2 and 3 are were unanimously approved by motion of Council Member Davila and seconded by Council Member Rios.

1

URBAN GREENING

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

- a. Approved Amendment No. 2 to Contract No. 3352 with The Trust for Public Land to extend the contract by 12 months, and to provide funds to prepare a supplemental study to the Phase I Cultural Resources Assessment and Section 106 Compliance Study, and to prepare a Jurisdictional Delineation Report which is required by the United States Army Corps of Engineers, in an amount not-to-exceed \$14.917; and
- b. Authorized the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

2

WORKERS' COMPENSATION

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

- a. Ratified the Director of Administrative Services' execution of the "Request to Bind Coverage" to secure the excess workers' compensation insurance policy (policy) with Safety National Corporation through Alliant Insurance Services, Inc., for the one-year period of July 1, 2019 through July 1, 2020;
- b. Authorized the Director of Administrative Services to execute all additional documents required to finalize the policy with Safety National Casualty Corporation; and
- c. Authorized payment, in the amount of \$150,138, to Alliant Insurance Services, Inc.. for the policy issued by Safety National Casualty Corporation.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 9, 2019

3

MINUTES

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

- a. Approving the Regular Meeting minutes of May 28, 2019; and
- b. Approving the Regular Meeting minutes of June 11, 2019.

4

STREET SWEEPING

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

- a. Approved Agreement (Contract No. 3542) with Nationwide Environmental Services, for citywide street sweeping services, for a five-year term, in an amount not-to-exceed \$678,960, annually, for Fiscal Year 2019/20 through Fiscal Year 2021/22 and \$692,539, annually, for Fiscal Year 2022/23 through Fiscal Year 2023/24, which excludes the costs and services necessary to reduce parking restrictions to 2 hours;
- b. Appropriated \$38,960 from the unassigned fund balance of the Street Sweeping Fund to Account No. 214-730-31-6101 (Street Sweeping— Professional Services) to cover the cost of this Agreement for Fiscal Year 2019/20; and
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Council Member Bernal directed staff to inform the City Council in the event that a subcontractor is used to sweep City streets.

RECESS

The City Council recessed at 7:22 p.m., and reconvened at 7:27 p.m., with all Members of Council present.

5

PARKING

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

- a. Received and filed a presentation on the Draft Citywide Parking Study; and
- b. Directed staff to agendize the Citywide Parking Study at a future City Council Meeting to finalize its recommendations.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 9, 2019

5

WARRANTS

The City Council approved the Warrants and Cancellations for July 9, 2019 by Council Auditor Bernal and seconded by Council Member Davila.

Total of Checks:	\$2,427,285.88
Voids	\$ (18,748.64)
Total of Payroll Deductions:	<u>\$ (250,047.69)</u>
Grand Total:	\$2,158,489.55

Cancellations: 78687, 80204, 83161, 83320, 83359, 83477

ADJOURNMENT

Mayor Morales unanimously adjourned the meeting at 8:28 p.m., by motion of Council Member Bernal and seconded by Council Member Davila.

PASSED and APPROVED this 23rd day of July, 2019.

ATTEST:

Jorge Morales, Mayor

Carmen Avalos, City Clerk

RECEIVED

JUL 18 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:30pm

AGENDA BILL

For the Regular Meeting of: July 23, 2019

Originating Department: Community Development

Department Director: W. Campuzano for
Joe Perez

City Manager: [Signature]
Michael Flad

SUBJECT: RESOLUTION ESTABLISHING THE SOUTH GATE COMPLETE COUNT COMMITTEE FOR THE 2020 CENSUS, AND APPOINTING MEMBERS TO SERVE

PURPOSE: To establish and appoint members to the South Gate Complete Count Committee to increase awareness and encourage residents to participate in the 2020 Census.

RECOMMENDED ACTIONS:

- a. Adopt Resolution establishing the South Gate Complete Count Committee (CCC) for the 2020 United States Census to increase awareness and increase census participation, and appointing members to serve on the CCC ; and
- b. Approve the formation of a 2020 Census Steering Committee to help guide the decision making process of the South Gate Complete Count Committee, and approve recommended members to serve on the Steering Committee.

FISCAL IMPACT: None.

ANALYSIS: At its May 14, 2019 meeting, the City Council appointed Council Member Rios to serve as the Chairperson of the South Gate Complete Count Committee (CCC) and to work with the City Manager and/or his designee to establish a proposed list of members to serve on the CCC that are representative of various community stakeholders and to present proposed list of committee members at a future City Council meeting.

The South Gate CCC 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.

The Chairperson and City Manager recommend appointing 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

A broad group of committee members (Attachment A) has been identified and invited to participate in the CCC, and will be having an introductory meeting in August. The group will meet throughout 2019 (as needed) in order to prepare a communication and outreach strategy regarding the 2020 Census, which will begin in April 1, 2020. In addition, it is recommended that a 2020 Census Steering Committee, comprised of one representative from the various Complete Count subdivisions, be created to help guide the decision making process (Attachment B).

The proposed Resolution (Attachment C) appoints representatives from these various community organizations to the CCC 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.

BACKGROUND: 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. To ensure cities are accurately represented in the 2020 Census, which will begin on April 1, 2020, the US Census Bureau recommends that communities create Complete Count Committees.

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

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 Southeast Los Angeles residents are represented and it will help receive critical services.

- ATTACHMENT:**
- A. Proposed Complete Count Committee List
 - B. Proposed Steering Committee List
 - C. Proposed Resolution

City of South Gate
Proposed Complete Count Committee (CCC) Members

City Representatives:

- 1 Councilmember Al Rios (Chairperson)
- 2 City Manager or his Designee
- 3 Community Development Director/Department Representative

Business Representatives:

- 4 South Gate Chamber of Commerce
- 5 Tweedy Mile Association
- 6 The Crossroads at Firestone Boulevard
- 7 El Paseo Shopping Center
- 8 azalea Regional Shopping Center

Education Representatives:

- 9 Los Angeles Unified School District
- 10 KIPP Corazón Academy
- 11 Valiente College Preparatory Charter School
- 12 Padres Unidos
- 13 East Los Angeles Community College
- 14 School Safety Collaborative

Healthcare Representatives:

- 15 Altamed Medical Group
- 16 Complete Care Community Health Center

Government Representatives:

- 17 Congresswomen Nannette Barragan's Office
- 18 Speaker of the Assembly Anthony Rendon's Office
- 19 Senator Lena A. Gonzalez's Office
- 20 Supervisor Hilda Solis' Office

Faith Based Representatives:

- 21 Churches-In-Action

Representatives from Community Based Organizations:

- 22 LA Metro
- 23 Los Angeles County Libraries: Hollydale Library and Leland R. Weaver Library
- 24 Neighborhood Watch Programs: South Gate Police Department Liaison
- 25 Rotary Club of South Gate
- 26 South Gate Women's Club
- 27 Multi-Cultural Women's Club
- 28 American Legion Post #335
- 29 Coalition for Humane Immigrant Rights of Los Angeles (CHIRLA)
- 30 Hub Cities Consortium
- 31 Southeast Community Development Corporation (SCDC)
- 32 People Assisting The Homeless (PATH)
- 33 Oldtimers Foundation
- 34 Fair Housing Foundation
- 35 South Gate Neighborhood Watch (SGPD Liaison)
- 36 Latino Equality Alliance (LEA)
- 37 Southeast Los Angeles Collaborative (SELA)

Media Representatives:

- 38 Los Angeles Wave newspaper

Census Representatives/ Partnership Specialists:

- 39 Census CCC (State)
- 40 US Census

**City of South Gate
Proposed Steering Committee Members**

City Representatives:

- 1 Councilmember Al Rios (Chairperson)
- 2 City Manager or his Designee
- 3 Community Development Director/Department Representative

Business Representatives:

- 4 South Gate Chamber of Commerce
- 5 Tweedy Mile Association

Education Representatives:

- 6 School Safety Collaborative

Healthcare Representatives:

- 7 Altamed Medical Group

Government Representatives:

- 8 Congresswomen Nannette Barragan's Office

Faith Based Representatives:

- 9 Churches-In-Action

Representatives from Community Based Organizations:

- 10 Southeast Los Angeles Collaborative (SELA)

Media Representatives:

- 11 Los Angeles Wave newspaper

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE, CALIFORNIA, ESTABLISHING THE SOUTH
GATE COMPLETE COUNT COMMITTEE (CCC) FOR THE 2020
UNITED STATES CENSUS TO INCREASE AWARENESS AND
INCREASE CENSUS PARTICIPATION, AND APPOINTING
MEMBERS TO SERVE ON THE CCC

WHEREAS, the next Decennial Census will be taken in the year 2020 and political representation to the United States House of Representatives, state legislatures, and local government is determined by the Decennial Census; and

WHEREAS, having an accurate and complete Census count is important to our community in determining Federal and State aids and grants, economic development, housing assistance, transportation improvements and many other uses; and

WHEREAS, the City of South Gate (“City”) recognizes the equal importance of each resident in the 2020 Census count; and

WHEREAS, the United States Census Bureau advocates for the creation of Complete Count Committees (“CCCs”) to help inform their communities about the 2020 Census; and

WHEREAS, the purpose of CCCs, established by local governments, tribal, state and community leaders, are to increase awareness of the 2020 Census and increase census participation; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, CCCs utilize local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts; and

WHEREAS, the concept behind a successful CCC program relies on members who have a variety of ideas, expertise, influence and experience; and

WHEREAS, the City Council deems it in the best interest of the City to establish a Complete Count Committee to promote and encourage a high response rate to the 2020 Census;

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

SECTION 1. The City Council hereby establishes the South Gate Complete Count Committee, comprised of a cross-section of 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 work together as one to make certain that all residents are counted.

SECTION 2. The City Council hereby appoints the following representatives and advocates to serve on the South Gate Complete Count Committee:

- City Representatives:
 - Council Member Al Rios (Chairperson)
 - City Manager or his Designee
 - Director of Community Development/Department Representative
- Census Representatives/ Partnership Specialists:
 - Census CCC (State)
 - US Census
- Business Representatives:
 - South Gate Chamber of Commerce
 - Tweedy Mile Association
 - The Crossroads at Firestone Boulevard
 - El Paseo Shopping Center
 - azalea Regional Shopping Center
- Education Representatives:
 - Los Angeles Unified School District
 - KIPP Corazón Academy
 - Valiente College Preparatory Charter School
 - Padres Unidos
 - East Los Angeles College
 - School Safety Collaborative
- Healthcare Representatives:
 - Altamed Medical Group
 - Complete Care Community Health Center
- Government Representatives:
 - Congresswomen Nannette Barragan's Office
 - Speaker of the Assembly Anthony Rendon's Office
 - Senator Lena A. Gonzalez's Office
 - Supervisor Hilda Solis' Office
- Faith Based Representatives:
 - Churches-In-Action
- Representatives from Community Based Organizations:
 - LA Metro
 - LA County Libraries: Hollydale Library and Leland R. Weaver Library
 - Neighborhood Watch Programs: South Gate Police Department Liaison
 - Rotary Club of South Gate
 - South Gate Women's Club

- Multi-Cultural Women’s Club
- American Legion Post #335
- Coalition for Humane Immigrant Rights of Los Angeles (CHIRLA)
- Hub Cities Consortium
- Southeast Community Development Corporation (SCDC)
- People Assisting the Homeless (PATH)
- Old Timers Foundation
- Fair Housing Foundation
- Latino Equality Alliance (LEA)
- Southeast Los Angeles Collaborative (SELA)
- Media Representative:
 - Los Angeles Wave newspaper

SECTION 3. Be it further resolved that the South Gate Complete Count Committee is established to:

- 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.

SECTION 4. The South Gate Complete Count Committee is a volunteer group of community leaders that will play a key role to educate and motivate residents to participate in the 2020 Census.

SECTION 5. The South Gate Complete Count Committee shall meet as needed to discuss matters. The Chairperson of the South Gate Complete Count Committee may call a special meeting as necessary to conduct business.

SECTION 6. The South Gate Complete Count Committee 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.

SECTION 7. The South Gate Complete Count Committee will not have a maximum nor minimum number of members in order to allow for continued recruitment.

SECTION 8. The South Gate Complete Count Committee shall be staffed by the Community Development Department and will provide regular updates to the City Council.

SECTION 9. The City Manager and staff are hereby authorized to take any and all necessary, reasonable and proper actions to carry out the intent and purpose of this Resolution.

SECTION 10. The South Gate Complete Count Committee is effective as of July 23, 2019 and will terminate on June 30, 2020.

SECTION 11. The City Council hereby resolves the 2020 Census as a top priority for all elected and appointed officials, and encourages the community's full support and participation in achieving an accurate and complete count through the formulation of the South Gate Complete Count Committee.

SECTION 12. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 23rd day of July 2019.

CITY OF SOUTH GATE:

By: _____
Jorge Morales, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

DRAFT

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2019

RECEIVED

Item No. 14

JUL 17 2019
10:40AM

Page: 1

Final Check List
City of South Gate

apChkLst
07/16/2019 5:43:35PM

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

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83986	7/23/2019	00004607		6/5/2019	ANNUAL BILLING K9 ON-SITE MC	4,620.00	4,620.00
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83987	7/23/2019	00001330	1120162	7/2/2019	FY 19/20 EXCESS WORKERS CO	150,138.00	150,138.00
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83988	7/23/2019	0008001	659	6/23/2019	2019-2020 ANNUAL MEMBERSHII	450.00	450.00
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83991	7/23/2019	0012132	07/20/2019	7/1/2019	REMB. REGISTERING FEE "BEC	285.00	285.00
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84000	7/23/2019	00003691		7/2/2019	KARATE - 07/01/19-07/31/19	1,085.70	1,085.70
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84001	7/23/2019	0010624	07/01/19	7/3/2019	ZUMBA - 07/01/19	45.00	45.00
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Bank : botw BANK OF THE WEST (Continued)

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84012	7/23/2019	00004776	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 21	250.00	250.00
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84015	7/23/2019	00002460	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	200.00	200.00
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84016	7/23/2019	0006505	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 21	1,100.86	1,100.86
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Bank : botw BANK OF THE WEST (Continued)

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84021	7/23/2019	00003973 Voucher:	JAN-JUN 2019 AD JULY 2019	7/8/2019	RETIREE MEDICAL INS.- ADJ FOI RETIREE MEDICAL INS. - JULY 21	26.40 1,100.86	214.14 1,100.86
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84033	7/23/2019	0006328 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 21	1,100.86	1,100.86
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84035	7/23/2019	0006510 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00

Bank : botw BANK OF THE WEST (Continued)

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84043	7/23/2019	00004787 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	250.00	250.00
84044	7/23/2019	0005356 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	1,100.86	1,100.86
84045	7/23/2019	0011111 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
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84049	7/23/2019	0010410 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84050	7/23/2019	00004789 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	250.00	250.00
84051	7/23/2019	0005633 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	590.37	590.37
84052	7/23/2019	0006511 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84053	7/23/2019	0009453 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84054	7/23/2019	0007656 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	1,100.86	1,100.86
84055	7/23/2019	00003833 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	518.00	518.00
84056	7/23/2019	00003328 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	187.74	
84057	7/23/2019	0011895 Voucher:	JAN-JUN 2019 AD JULY 2019	7/8/2019 7/8/2019	RETIREE MEDICAL INS.- ADJ FOI RETIREE MEDICAL INS. - JULY 20	26.40 1,100.86	214.14 1,100.86
84058	7/23/2019	00003239 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	200.00	200.00
84059	7/23/2019	0011522 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	1,100.86	1,100.86
84060	7/23/2019	00005237 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84061	7/23/2019	0010733 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	1,100.86	1,100.86
84062	7/23/2019	00004794 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	250.00	250.00
84063	7/23/2019	0006326 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84064	7/23/2019	00003798 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84065	7/23/2019	0006327 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84066	7/23/2019	00003630 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84067	7/23/2019	0011967 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	482.64	482.64
84068	7/23/2019	0011978 Voucher:	RET: RIVERA, HANNAH TELLEZ-C	7/8/2019	RETIREE MEDICAL INS. - JULY 20	482.64	482.64
84069	7/23/2019	0011112 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	1,100.86	1,100.86

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84070	7/23/2019	00001867 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84071	7/23/2019	0009865 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	1,100.86	1,100.86
84072	7/23/2019	0011521 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	1,100.86	1,100.86
84073	7/23/2019	00000458 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84074	7/23/2019	00000459 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84075	7/23/2019	0006513 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84076	7/23/2019	00000869 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	250.00	250.00
84077	7/23/2019	00004796 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	250.00	250.00
84078	7/23/2019	00002147 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	250.00	250.00
84079	7/23/2019	0008313 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	1,100.86	1,100.86
84080	7/23/2019	0006512 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84081	7/23/2019	0005357 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	1,100.86	1,100.86
84082	7/23/2019	00003573 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	518.00	518.00
84083	7/23/2019	00003959 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	306.00	306.00
84084	7/23/2019	0007655 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	509.70	509.70
84085	7/23/2019	00004379 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS.- JULY 20	150.00	150.00
84086	7/23/2019	00000498 Voucher:	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 20	250.00	250.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
84087	7/23/2019	0008821	JULY 2019	7/8/2019	RETIREE MEDICAL INS. - JULY 21	1,100.86	1,100.86
		Voucher:					
84088	7/23/2019	00003368	SCAG-SOUTHERN CAL ASSOC G FY 2019/20	5/28/2019	MEMBERSHIP DUES FOR FISCAI	9,801.00	9,801.00
		Voucher:					
84089	7/23/2019	00001258	SECRETARY OF STATE	7/16/2019	NOTARY LICENSE EXAM- V. GAL'	40.00	40.00
		Voucher:					
84090	7/23/2019	0005750	UNITED INDUSTRIES	7/8/2019	INVENTORY PO/NITRILE GLOVE:	1,323.00	
		Voucher:		7/8/2019	INVENTORY PO/NITRILE GLOVE:	440.72	1,763.72
Sub total for BANK OF THE WEST:						259,079.51	

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2019

PART II

apChkLst

07/16/2019 3:35:13PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83876	7/2/2019	00002399 ICRMA	J.H. A MINOR	6/30/2019	SETTLEMENT AGREEMENT REL	8,246.92	8,246.92
	Voucher:						
83854	7/10/2019	0010131 CMR: PEREZ, JENNY	11/01/2018-RI	11/1/2018	RI CK #80204 - 11/01/2018- PLANI	125.00	125.00
	Voucher:						
83871	7/16/2019	00004865 SO CALIF EDISON	06/25/19	6/25/2019	BILLING PRD- MAY /JUNE 2019	63,203.09	63,203.09
	Voucher:						
83872	7/23/2019	00003502 ABC BATTERY INC.	101228	6/20/2019	3 BATTERIES FOR UNIT 141	262.63	262.63
	Voucher:						
83873	7/23/2019	00003971 ADMINSURE INC.	12096	6/27/2019	WORK COMP CLAIM ADMIN -SEF	9,224.00	9,224.00
	Voucher:						
83874	7/23/2019	0010409 ADVANCED EXERCISE	34243	6/20/2019	EQUIPMENT FOR WELLNESS CE	228.50	228.50
	Voucher:						
83875	7/23/2019	0009256 AECOM TECHNICAL SERVICES, I2000230301		6/26/2019	GATEWAY DISTRICT SPECIFIC P	1,259.75	1,259.75
	Voucher:						
83876	7/23/2019	00004372 AIRGAS USA, LLC	9089858010	6/13/2019	CARBON DIOXIDE FOR POOL	162.62	162.62
	Voucher:						
83877	7/23/2019	0011059 ALESHIRE & WYNDER, LLP, SUIT51786		6/13/2019	THRU 5/31/19 - PERSONNEL-LAE	1,732.50	1,732.50
	Voucher:						
83878	7/23/2019	00000185 ALL CITY MANAGEMENT SERVICI62417		6/19/2019	SCHOOL CROSSING GUARD SR'	9,318.30	9,318.30
	Voucher:						

Yellow highlights indicate prepaid checks.

Page: 1

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83879	7/23/2019	00003399 ALVARADOSMITH	335618	6/30/2019	RE: GENERAL - SRV THRU 6/30/1	6,244.50	
		Voucher:	335619	6/30/2019	ATTEND SPECIAL/REGULAR CIT	1,012.50	
			335620	6/30/2019	TUESDAYS, AGENDAS & CITY AT	14,825.00	
			335635	6/30/2019	COSG ADV MARIA D. OSORIO - T	300.00	
			335636	6/30/2019	COSG ADV SAUL PADILLA - THRI	849.00	
			335639	6/30/2019	TUPUA V. COSG - THRU 6/30/201	6,435.00	
			335638	6/30/2019	COSG RE BLANCA OCHOA (MON	10.54	
			335641	6/30/2019	ARGUELLO V. COSG - THRU 6/30	16,228.30	
			335642	6/30/2019	COSG RE PRA/ACLU/POLICE PE	14,602.50	
			335640	6/30/2019	COSG ADV DANIEL CANIZALES (550.00	
			335646	6/30/2019	COSG ADV. MARIA GOMEZ - THR	130.00	
			335647	6/30/2019	COSG ADV. JOSE JESUS BARRA	47.50	
			335623	6/30/2019	RE: SILVIA LAINEZ V. COSG, ET F	9,982.30	
			335624	6/30/2019	RE: COSG ADV CITY OF GARDEI	1,838.75	
			335625	6/30/2019	RE: COSG ADV GEORGINA BECE	1,844.92	
			335626	6/30/2019	COSG RE JERRY TORREZ - THR	1,600.00	
			335627	6/30/2019	COSG ADV ALMA GONZALEZ-MA	2,050.00	
			335628	6/30/2019	COSG ADV ELUBIA MENDEZ - TH	125.00	
			335629	6/30/2019	COSG ADV MARIO CESAR PURIZ	7,808.05	
			335630	6/30/2019	COSG ADV CARMEN GONZALEZ	1,955.00	
			335631	6/30/2019	COSG ADV ANA DELEON, ET AL.	225.00	
			335644	6/30/2019	COSG RE: MISC. PUBLIC WORKS	6,022.50	
			335645	6/30/2019	COSG ADV. ROBLES - THRU 6/30	344.00	
			335637	6/30/2019	DALILA CASTILLO ADV. COSG - T	550.00	
			335634	6/30/2019	COSG ADV BETSAIDA SANTANA	569.00	
			335643	6/30/2019	COMMUNITY DEVELOPMNET MF	4,757.50	
			335632	6/30/2019	COSG ADV ANGELINA CASTRO -	3,524.95	
			335633	6/30/2019	COSG ADV EDWARD HANO - THI	1,211.15	
83880	7/23/2019	00001727 AMERICAN RED CROSS	22199922	6/12/2019	LIFEGUARD TRAINING - LIFEGAR	574.00	105,642.96
		Voucher:					574.00
83881	7/23/2019	00004309 AMERIFLEX	INV247173	7/8/2019	JUNE 2019 - FSA ADMIN FEE (34	178.50	178.50
		Voucher:					
83882	7/23/2019	00003098 AMERINAT	19-00247	4/1/2019	MAR 2019- LOANS BOARDED AS	112.00	
		Voucher:	19-00326	5/1/2019	APR 2019- LOANS BOARDED AS	112.00	
		Voucher:	19-00407	6/3/2019	MAY 2019- LOANS BOARDED AS	112.00	336.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83883	7/23/2019	00005075 AT&T Voucher:	000013187716 13124131 13048216 13048220 13048217 12976303 93910347666	6/13/2019 6/1/2019 5/13/2019 5/13/2019 5/13/2019 5/1/2019 6/13/2019	BAN: 9391034765 - BP - 05/13/19- BAN: 9391034759- BP-05/01/2019 BAN: 9391034762- BP-04/13/19-5/ BAN: 9391034761- BP-4/13/2019- BAN: 9391034760- BP- 04/13/2019 BAN: 9391034759- BP-04/01/2019 BAN: 9391034766- BP-05/13/2019 BAN: 9391034764- BP-05/13/2019 BAN: 9391034762- BP-05/13/19-6/ BAN: 9391034761- BP-5/13/2019- BAN: 9391034760- BP- 05/13/2019 BAN: 9391034764- BP-04/13/2019 BAN: 9391034766-	1,532.14 39.61 3,146.19 80.89 35.79 39.81 105.56 2,629.91 2,558.96 80.93 35.79 2,630.30 105.08 1,531.01 2,193.93	
83884	7/23/2019	00003692 AT&T MOBILITY Voucher:	000013048215	5/13/2019	BAN: 9391034765 - BP - 04/13/19- BILLING PRD- 05/09/19-06/08/19 (14,551.97	2,193.93
83885	7/23/2019	00004126 A-THRONE CO INC. Voucher:	0000583610	6/7/2019	PORTABLE TOILETS	190.37	190.37
83886	7/23/2019	00000201 ATLANTIC LOCK & KEY Voucher:	17032	4/24/2019	LABOR: REPLACE FIRE KING LO	276.40	276.40
83887	7/23/2019	0010585 AUTOZONE STORES, INC. Voucher:	5488682229 5488682193 5488686124 5488680803 5488679735 5488686141 5488686289 5488687305 5545	6/20/2019 6/20/2019 6/24/2019 6/19/2019 6/18/2019 6/24/2019 6/24/2019 6/25/2019 6/1/2019	BRAKE ROTORS FOR UNIT 148 BRAKE ROTORS FOR UNIT 148 DEGREASER BATTERY FOR UNIT 645 120QTS. MOTOR OIL ALTERNATOR FOR UNIT 645 OIL FILTERS FOR UNIT 409 & 448 HEADLIGHT ADJUSTING SCREW 2ND YEAR OF CONTRACT - CDB	166.46 166.46 44.10 144.31 250.05 160.95 17.18 8.36 4,050.00	957.87 4,050.00
83889	7/23/2019	0012134 BALTAZAR, OCTAVIO Voucher:	Ref000253475	6/27/2019	UB REFUND CST #00059189 - 33:	132.78	132.78
83890	7/23/2019	0010615 BEARCOM Voucher:	4837561 4837567	6/3/2019 6/3/2019	RENEWAL PD - BEARCOM ANN BEARCOM-ANNUAL MAINTENAN	2,569.59 300.52	2,870.11

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83891	7/23/2019	0009876	76420	6/5/2019	MAY 2019 - DESIGN OF THE SOL	267.00	267.00
		Voucher:					
83892	7/23/2019	00004433	33056	6/13/2019	RE: J.H. A MINOR V COSG, PRJ#	1,310.40	
		Voucher:					
83893	7/23/2019	0006239	338625	6/13/2019	RE: CANIZALES, DANIEL V COSC	1,719.84	3,030.24
		Voucher:					
83894	7/23/2019	0011708	338602	6/25/2019	SWAY BAR LINKS FOR UNIT 196	289.74	
		Voucher:					
83895	7/23/2019	0011922	10315	6/24/2019	ENGINE OIL PRESSURE SWITCH	22.79	312.53
		Voucher:					
83896	7/23/2019	00005110	10202	6/30/2019	JUNE 2019 - IT MASTER PLANNING	902.50	
		Voucher:					
83897	7/23/2019	0010352	10202-REIMBEXP	4/30/2019	APR 2019 - IT MASTER PLANNING	1,050.00	
		Voucher:					
83898	7/23/2019	0009390	64594117	6/12/2019	IT MASTER PLANNING REIMB. E.	31.63	1,984.13
		Voucher:					
83899	7/23/2019	00001423	64534135	6/19/2019	06/08/19 BOOKING EXAM	416.00	
		Voucher:					
83900	7/23/2019	00000314	64592005	6/27/2019	06/16/19 BOOKING EXAM	187.00	
		Voucher:					
83901	7/23/2019	0008913	64657192	6/27/2019	NH PHYSICALS & HOURLY EXAM	696.50	
		Voucher:					
83902	7/23/2019	00001782	RE-PW-19061006	7/2/2019	6/13/19-6/17/19 NEW HIRE PHYSI	472.00	
		Voucher:					
83903	7/23/2019	00004746	COUNTY OF L.A. DEPT OF PW	6/10/2019	06/20/19-06/25/19 - NEW HIRE PH	2,058.50	3,830.00
		Voucher:					
83904	7/23/2019	00004013	COUNTY OF LOS ANGELES	5/15/2019	TS MAINT DDG-THRU MAY 2019	981.62	981.62
		Voucher:					
83905	7/23/2019	00001988	D.C. DRILLING, INC	6/12/2019	SG GOLF COURSE START- REST	319.00	319.00
		Voucher:					
			DAILY JOURNAL CORPORATION	6/20/2019	DC DRILLING INC.-ANNUAL BOR	3,000.00	3,000.00
			DAPEER ROSENBLIT & LITVAK LL15981	6/20/2019	NOTICE OF HEARING REFUSE C	96.60	96.60
			DAVID TURCH AND ASSOCIATES 2955	5/31/2019	MUNICIPAL CODE COMPLIANCE	1,145.55	
			EBERHARD EQUIPMENT	4/30/2019	MUNICIPAL CODE COMPLIANCE	526.84	1,672.39
			ELECSYS CORPORATION	6/10/2019	LEGISLATIVE CONSULTING SER	2,500.00	2,500.00
			ELITE OPTICAL CO.	6/20/2019	USED RIM ASSEMBLY FOR UNIT	233.06	233.06
			FAIR HOUSING FOUNDATION	6/28/2019	JUNE 2019- UMS SOFTWARE SU	350.00	350.00
			MAY 2019 #11	6/19/2019	SAFETY GLASSES FOR F/Y 18/19	185.06	185.06
				6/6/2019	MAY 2019 - #11 PERSONNEL RE	2,524.51	2,524.51

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83906	7/23/2019	00002026	FEDERAL EXPRESS CORPORATI6-582-91289	6/20/2019	FEDEX STANDARD OVERNIGHT	47.78	47.78
	Voucher:						
83907	7/23/2019	0009042	FORTEL TRAFFIC, INC.	5/7/2019	FORTEL-1 YEAR SERVICE AGRE	725.00	725.00
	Voucher:						
83908	7/23/2019	0010237	FRONTIER COMMUNICATIONS	6/25/2019	BILLING- 06/25/19-07/24/19	53.46	53.46
	Voucher:						
83909	7/23/2019	00004934	GAS COMPANY	113-798-0362 7 06	7/1/2019	BILLING PRD- 06/01/19 -07/01/19	4,118.83
	Voucher:						
83910	7/23/2019	00004869	GOLDEN STATE WATER COMPAN63744100007-06/C	7/3/2019	BILLING PRD- 06/04/2019 - 07/02/	1,411.95	
	Voucher:						
				7/3/2019	BILLING PRD-06/04/19-07/02/19	205.74	
				7/3/2019	BILLING PRD- 06/04/2019 - 07/02/	326.02	
				7/3/2019	BILLING PRD-06/04/2019 - 07/02/	44.50	
				7/3/2019	BILLING PRD- 06/04/2019 -07/02/	150.77	2,138.98
				6/7/2019	RENTAL OF TRUCK STKBD FOR	1,163.24	1,163.24
83911	7/23/2019	0005767	HERTZ EQUIPMENT RENTAL COF30779718-001	6/7/2019			
	Voucher:						
83912	7/23/2019	00002529	HINDERLITER DE LLAMAS & ASS 0031554-IN	6/10/2019	2ND QUARTER SALES TAX-CON	5,552.26	5,552.26
	Voucher:						
83913	7/23/2019	0010209	HOBART SERVICE	34092228	6/10/2019	OVEN REPAIR IN JAIL	1,247.72
	Voucher:						
83914	7/23/2019	00000268	HOME DEPOT CREDIT SERVICES5340285	5/28/2019	HARDWARE FOR ST DIV	37.27	
	Voucher:						
				6/18/2019	GROUNDS MAINTENANCE SUPP	74.68	
				6/24/2019	GROUNDS MAINTENANCE SUPP	68.40	
				5/2/2019	HARDWARE FOR ST DIV	65.18	
				6/11/2019	CIRCUIT REPAIRS	373.13	
				5/13/2019	EQUIPMENT FOR ST DIV	92.30	
				6/24/2019	TRAFFIC CONTROL REPAIRS	85.80	
				7/2/2019	GROUNDS MAINTENANCE SUPP	291.73	1,088.49
				6/14/2019	2X8" BLACKWHITE NAMEPLATE	20.16	20.16
83915	7/23/2019	00002832	HUNTINGTON PARK RUBBER STRJRG018668				
	Voucher:						
83916	7/23/2019	00004578	INTERWEST CONSULTING GROU50326	6/25/2019	MAY 2019 - PLAN CHECK SERVIC	15,271.90	
	Voucher:						
				6/13/2019	5/1/19-5/31/19 - CONSULTANT SE	14,650.00	29,921.90
				6/27/2019	EQUIPMENT REPAIR PARTS	1,250.30	
				6/25/2019	EQUIPMENT REPAIR PARTS	1,341.20	
				6/26/2019	REPAIRS FOR JACOBSON AND C	11.64	2,603.14

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83918	7/23/2019	0008222	JCL TRAFFIC SERVICES	100574	6/13/2019	.125 FLAT BLADE STREET NAME	75.28
	Voucher:						
83919	7/23/2019	0005586	JOE A. GONSALVES & SONS	100509	6/7/2019	SINAGE FOR CONTROL VALVE A	45.99
	Voucher:						
83920	7/23/2019	00000430	JOHN L. HUNTER AND ASSOCIATS	SGUO0319	5/24/2019	MAR 2019 - USED OIL RECYCLIN	1,443.11
	Voucher:						
				SGUO0219	4/30/2019	FEB 2019 - USED OIL RECYCLIN	522.50
				SGUO0419	6/11/2019	APR 2019 - USED OIL RECYCLIN	5,807.19
83921	7/23/2019	00003725	KENNEDY/JENKS CONSULTANTS	130940	6/26/2019	PROF SRVS THRU 5/24/2019- TH	20,579.36
	Voucher:						
83922	7/23/2019	0010099	L.G.P. EQUIPMENT RENTALS, INC	109892	5/30/2019	RENTAL: 3-5 TON BOMAG ROLLE	814.15
	Voucher:						
				108921	3/15/2019	READY MIX CONCRETE	411.99
				109176	4/26/2019	RENTAL: 60" BOBCAT GRAPPLE	607.71
				109989	5/28/2019	READY MIX CONCRETE	431.16
83923	7/23/2019	00003540	LA COUNTY DEPT. OF PUBLIC W	00057191	7/2/2019	PERMIT# FCDP2018000283, WEI	2,265.01
	Voucher:						90.00
83924	7/23/2019	00005175	LA COUNTY METROPOLITAN	103909	6/30/2019	TAP BUS PASSES -MAY 2019	5,336.00
	Voucher:						
83925	7/23/2019	00001478	LAKESHORE	3514000619	6/18/2019	YOUTH PROGRAM SUPPLIES	426.75
	Voucher:						
83926	7/23/2019	0012142	LARRY'S MAYTAG	3068	4/24/2019	REPAIR FREEZER IN JAIL	362.00
	Voucher:						
83927	7/23/2019	0010423	LEWIS BRISBOIS BISGAARD	2399589	7/11/2019	IN RE: BOOT CAMP - THRU 6/30/	880.00
	Voucher:						
83928	7/23/2019	00003754	LIEBERT CASSIDY WHITMORE	1480485	5/31/2019	RE: GENERAL - SRV THRU 05/31.	2,897.50
	Voucher:						
83929	7/23/2019	00004060	MCMMASTER-CARR SUPPLY CO	94394807	5/9/2019	FIELD LIGHTING AT HOLLYDALE	641.91
	Voucher:						
83930	7/23/2019	00000447	MISC - BLDG PERMITS	019-000-1279	6/24/2019	REFUND PERMIT: ESTRADA HUM	63.00
	Voucher:						
83931	7/23/2019	00000447	MISC - BLDG PERMITS	018-003-375	6/24/2019	REFUND: PERMIT #018-003-375.	16.00
	Voucher:						
				018-003-074	6/24/2019	REFUND: PERMIT #018-003-074.	16.00
				018-003-166	6/24/2019	REFUND: PERMIT #018-003-166.	16.00
				018-002-583	6/24/2019	REFUND: PERMIT #018-002-583.	16.00
				018-002-897	6/24/2019	REFUND: PERMIT #018-002-897.	16.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83932	7/23/2019	00000170 MISC - PKS & REC REFUND Voucher:	171986	6/29/2019	REFUND: MAYRA ORONIA - DEPT	403.00	403.00
83933	7/23/2019	00000170 MISC - PKS & REC REFUND Voucher:	188873	6/22/2019	REFUND: JOE DELGADO - DEPO	277.00	277.00
83934	7/23/2019	00000170 MISC - PKS & REC REFUND Voucher:	179731	6/23/2019	REFUND: DEPOSIT - VERONICA	277.00	277.00
83935	7/23/2019	00000170 MISC - PKS & REC REFUND Voucher:	189299	6/20/2019	REFUND: LUIS VEGA - BASKETB	47.00	47.00
83936	7/23/2019	00000170 MISC - PKS & REC REFUND Voucher:	185441	6/26/2019	REFUND: ANA VALDEZ - HIP HOF	45.00	45.00
83937	7/23/2019	00003458 MISC - PUBLIC WORKS Voucher:	3556	6/27/2019	REFUND: NEVAREZ & NEVAREZ	328.00	328.00
83938	7/23/2019	0007720 MRI SOFTWARE, LLC. Voucher:	US-INV830778	6/20/2019	IVR PHONE CHARGES - 5/20/201	6.66	6.66
83939	7/23/2019	0008506 MUNITEMPS Voucher:	129302	5/31/2019	5/12/19-5/27/19 - PW PROJECT M	4,600.00	4,600.00
83940	7/23/2019	00004620 MUTUAL LIQUID GAS & EQUIPME Voucher:	405916	6/18/2019	PROPANE GAS AND COMPLIANC	498.03	498.03
83941	7/23/2019	0009267 NATIONAL AUTO FLEET GROUP Voucher:	F06032	5/26/2019	NATIONAL AUTO FLEET- PURCH,	44,595.08	
			F06037	5/26/2019	NATIONAL AUTO FLEET- PURCH,	44,595.08	
			F05933	5/26/2019	NATIONAL AUTO FLEET- PURCH,	44,595.08	133,785.24
83942	7/23/2019	00003867 NUCCIO'S NURSERIES INC. Voucher:	070319	7/1/2019	GROWER OF AZALEA AND CAME	402.96	
83943	7/23/2019	0010281 NV5, INC. Voucher:	6/24/19	6/24/2019	AZALEAS FOR THE CITY	186.15	589.11
			124445	5/14/2019	APR 2019 - CONST MGMT AND II	4,488.00	
			108957	12/7/2018	NOV 2018 - CONST MGMT AND II	5,725.39	
			121775	4/17/2019	MAR 2019 - CONST MGMT AND II	9,108.00	
			126980	6/7/2019	MAY 2019 - COST MGMT AND IN	264.00	19,585.39
83944	7/23/2019	00004717 PETTY CASH- GENERAL FUND - Voucher:	06/21/19-06/27/19	7/15/2019	PETTY CASH RECEIPTS - 6/21/1	865.83	865.83
83945	7/23/2019	00004713 PETTY CASH- PARKS & REC.DEP Voucher:	06/10/19-06/27/19	7/11/2019	PETTY CASH RECEIPTS - 6/10/1	83.94	83.94
83946	7/23/2019	00002335 PITNEY BOWES Voucher:	1013347919	6/19/2019	FOLDING/INSERTER MACHINE	3,797.01	3,797.01
83947	7/23/2019	00003738 PITNEY BOWES-SUPPLIES Voucher:	1013394407	6/26/2019	CONNECT + RED FL INK CTG (Pf	258.17	258.17

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83948	7/23/2019	00003995 Voucher: PK: CABRERA, HILDA G.	04/08/19-06/26/19	7/3/2019	AQUA AEROBICS CLASSES- 04/C	407.90	407.90
83949	7/23/2019	0011257 Voucher: PK: GUILMETTE, ROBERT	06/07/19-07/03/19	7/3/2019	YOGA CLASSES - 06/07/19-06/28,	315.00	315.00
83950	7/23/2019	00003720 Voucher: PK: RODRIGUEZ, BEATRIZ J	6/03/19-06/27/19	7/2/2019	OVER EASY CLASSES- 06/03/19-	123.96	123.96
83951	7/23/2019	0010624 Voucher: PK: SANCHEZ, MARIBEL	06/05/19-07/01/19	6/5/2019	ZUMBA - 06/05/19-06/29/19	462.70	462.70
83952	7/23/2019	0008743 Voucher: PK: SPINDOLA, DANIELLE	06/06/19-07/02/19	7/3/2019	YOGA CLASSES - 06/06/19-06/27,	331.50	331.50
83953	7/23/2019	0009567 Voucher: PK: TUJALI-UMI, NAOMI K.	06/05/19-07/01/19	7/3/2019	ZUMBA - 06/05/19-06/29/19	556.30	556.30
83954	7/23/2019	0011466 Voucher: PRINCIPAL LIFE INSURANCE CO. MAY 2019	JUN 2019	4/28/2019	MAY 2019 ADJ FOR MISC & SWO	895.29	3,891.53
83955	7/23/2019	0005368 Voucher: PRINTCO DIRECT	81850	4/26/2019	JUN 2019 ADJ FOR MISC & SWO BUSINESS CARDS, STAFF & COI	2,996.24 700.09	700.09
83956	7/23/2019	00004055 Voucher: PROFORCE LAW ENFORCEMENT	378910	6/10/2019	TEN TASER X26 DIGITAL POWER	685.10	685.10
83957	7/23/2019	0010872 Voucher: RIVAL CREATIVE, LLC	0299	6/12/2019	QUARTERLY THEMED POLE BAN	3,250.00	5,950.00
83958	7/23/2019	00002735 Voucher: ROADLINE PRODUCTS, INC.	14951	4/17/2019	QUARTERLY THEMED POLE BAN	2,700.00	310.85
83959	7/23/2019	0011527 Voucher: RS CONSTRUCTION &	174	5/16/2019	WHITE TRAFFIC PAINT FOR ST I SOUTH GATE POLICE DEPARTM	8,367.17	8,367.17
83960	7/23/2019	00003882 Voucher: S A RENTERIA AUTO PARTS	428273	6/24/2019	MOTOR MOUNTS FOR UNIT 190	94.04	94.04
83961	7/23/2019	0011900 Voucher: SA ASSOCIATES	StdP&S-02	6/21/2019	FEB-JUNE 2019 - PRF.SRVS. DR/	2,994.25	2,994.25
83962	7/23/2019	00000322 Voucher: SAM'S CLUB	3733	6/25/2019	GOLF COURSE CONCESSIONS	245.67	245.67
83963	7/23/2019	00004829 Voucher: SCMAF	7722	6/18/2019	TOURNAMENT AND TEAM REGIS	1,622.60	1,622.60
83964	7/23/2019	0008973 Voucher: SCOTT ROBINSON CHRYSLER D	264599	6/21/2019	DIAGNOSE POWER STEERING F	151.64	151.64

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83965	7/23/2019	00004834	SECURITY SIGNAL DEVICES SYSCOSGPARKS-172	4/10/2019	PANIC BUTTONS FOR SPORTS C	1,398.13	
	Voucher:		R-00113446	3/12/2019	SSD - FY 2018/19 CONTRACT-PU	3,970.09	
			R-00117625	4/8/2019	SSD-FY 2018-19 ANNUAL SVCS-F	55.51	
			S-01003706	5/20/2019	EMERGENCY CALL AT CITY HALL	796.00	
			COSGPARKS-171	4/10/2019	PANIC BUTTONS FOR SPORTS C	587.91	
			S-01002983	5/1/2019	REPAIR AND MAINTENANCE NO	278.00	7,085.64
			19008561	5/30/2019	MARCH-APRIL 2019 RECONSTR	6,296.87	
			19009479	6/26/2019	MAY 2019 RECONSTRUCTION OI	2,898.20	9,195.07
			57846	6/12/2019	FIRST AID SUPPLIES FOR ST DIN	49.72	49.72
83968	7/23/2019	00002639	STRADLING YOCCA CARLSON & 355426-0026	6/30/2019	PROF. SRVS THRU 05/31/19 RE: I	312.00	312.00
	Voucher:		SC-112924	6/20/2019	SITE CLEAN-UP 7916 LONG BEA	424.29	424.29
83969	7/23/2019	00004906	SWRCB FEES	6/1/2019	MAY 2019- WEST INFORMATION	405.82	405.82
	Voucher:		840391123	6/20/2019	ACCT# 844830 017 0439993- 6/20	134.99	
			0439993062019	6/12/2019	ACCT# 8448 30 017 0719691 - 06/	105.75	240.74
			0719691061219	7/1/2019	TRIP ON 6/25/19 TO UNIVERSAL	731.83	
			36862	6/26/2019	TRIP ON 6/22/2019 TO HOLLYWO	784.16	1,515.99
			0044911	5/31/2019	MAY 2019 - C001982ACCNT DOC	22.80	
			0044913	5/31/2019	MAY 2019 - C001982VAR DOCUMI	8.88	
			0044912	5/31/2019	MAY 2019 - C001982VAP DOCUME	37.86	
			0044916	5/31/2019	MAY 2019 - C001982PERS DOCL	36.48	
			0044915	5/31/2019	MAY 2019 - C001982PY DOCUME	13.68	
			0044910	5/31/2019	MAY 2019 - C001982 DOCUMENT	68.27	
			0044914	5/31/2019	MAY 2019 - C001982MISC... DOC	59.54	247.51
			21560 RI	6/20/2019	SAND AND PAINT HOOD, ROOF -	881.73	881.73
83974	7/23/2019	00002650	VALLES AUTO PAINTING & BODY CSG1065	6/27/2019	UB REFUND CST #00049039 - 10.	33.19	33.19
	Voucher:		Ref000253474	2/8/2019	1/2 DAY TECH SERVICE FOR LIC	400.00	400.00
83975	7/23/2019	0012133	VELEZ, FRANCISCO				
	Voucher:						
83976	7/23/2019	0009794	VIGILANT SOLUTIONS				
	Voucher:						

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
83977	7/23/2019	00002634	VULCAN MATERIALS COMPANY	197134	2/28/2018	ASPHALT, BASE, EMULSION PRC	38.73
	Voucher:			206462	5/31/2019	ASPHALT, BASE, EMULSION PRC	49.17
83978	7/23/2019	0010471	WEBSTER'S BEE'S REMOVAL SR'1129	209657	6/30/2019	ASPHALT, BASE, EMULSION PRC	57.44
	Voucher:				6/11/2019	BEE REMOVAL AT 12428 CENTEF	235.00
83979	7/23/2019	0007074	WEST COAST SAND & GRAVEL IN139525	137889	5/15/2019	SAND FOR 5400 MONROE - HOLI	452.07
	Voucher:			60159469	5/15/2019	SAND FOR SG PARK	462.38
83980	7/23/2019	0011968	WEX BANK	00516610	7/6/2019	SHELL GAS STMT CLOSING DAT	2,787.49
	Voucher:				5/24/2019	PLAN REVIEW SERVICES FOR 1I	555.00
83982	7/23/2019	00000058	XEROX CORP	97113992	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	223.04
	Voucher:			97114004	7/9/2019	COPIER LEASE AGRMNT-MAY 2C	311.31
				97113995	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	222.97
				97113998	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	376.59
				97113985	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	377.71
				9714002	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	154.07
				97114005	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	263.69
				97113987	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	212.45
				97113993	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	212.39
				97114003	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	212.45
				97113991	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	263.69
				97113989	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	223.11
				97113990	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	283.01
				97113996	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	263.54
				97114000	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	148.94
				97113997	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	283.01
				97113994	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	399.17
				97114001	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	225.15
				97113986	6/28/2019	COPIER LEASE AGRMNT-MAY 2I	547.62
83983	7/23/2019	0012135	ZELAYA, JOSE	Ref000253476	6/27/2019	UB REFUND CST #00052246 - 10I	150.00
	Voucher:						5,203.91
83984	7/23/2019	00000062	ZIEGLER'S HARDWARE& SUPPLY08124	08105	6/24/2019	WOOD FOR WINDOW SEAL	22.69
	Voucher:				6/19/2019	CIRCUIT REPAIRS	4.17
							26.86

Sub total for BANK OF THE WEST: 563,212.33

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2019

PART IIIa

apChkLst

07/10/2019 12:58:42PM

Final Check List

City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
83855	7/11/2019	00000437 AFLAC Voucher:	Ben254057	7/11/2019	AMERICAN FAMILY LIFE INS.:	635.82	635.82
83856	7/11/2019	00002417 AMERICAN FIDELITY ASSURABEN254047 Voucher:	Ben254047	7/11/2019	AMERICAN FIDELITY (ABT): P	421.42	421.42
83857	7/11/2019	0011469 CALIFORNIA DENTAL NETWO Ben254043 Voucher:	Ben254043	7/11/2019	CALIFORNIA DENTAL NETWC	3,137.26	3,137.26
83858	7/11/2019	0012107 CALIFORNIA STATE DISBURSIBEN254065 Voucher:	Ben254065	7/11/2019	CA STATE DISB. UNIT: PAYME	354.00	354.00
83859	7/11/2019	0011535 CDTFA Voucher:	Ben254059	7/11/2019	CA DEPT OF TAX & FEE ADMI	386.68	386.68
83860	7/11/2019	00000438 COLONIAL INSURANCE CO. Ben254049 Voucher:	Ben254049	7/11/2019	COLONIAL INSURANCE CO: F	3,391.48	3,391.48
83861	7/11/2019	0009920 OCSE CLEARINGHOUSE SDU Ben254067 Voucher:	Ben254067	7/11/2019	GARNISHMENT - AR CHILD S	324.00	324.00
83862	7/11/2019	00002421 POLICE MANAGEMENT ASSO Ben254055 Voucher:	Ben254055	7/11/2019	POLICE MANAGEMENT ASSC	1,600.00	1,600.00
83863	7/11/2019	00000335 POLICE OFFICERS ASSOCIAT Ben254053 Voucher:	Ben254053	7/11/2019	POLICE ASSOCIATION DUES:	5,700.00	5,700.00
83864	7/11/2019	0011466 PRINCIPAL LIFE INSURANCE (Ben254039 Voucher:	Ben254039	7/11/2019	PRINCIPAL DENTAL PPO (MIS	30,665.06	30,665.06
83865	7/11/2019	0011467 RELIANCE STANDARD Ben254045 Voucher:	Ben254045	7/11/2019	LONG TERM DISABILITY: PAY	3,922.96	3,922.96
83866	7/11/2019	0008951 SENCION, CARMEN Ben254063 Voucher:	Ben254063	7/11/2019	SPOUSAL SUPPORT-E. SENC	553.85	553.85
83867	7/11/2019	0011468 SUPERIOR VISION SERVICES Ben254041 Voucher:	Ben254041	7/11/2019	SUPERIOR VISION MISC.: PA'	3,940.25	3,940.25
83868	7/11/2019	0008005 U.S. BANK-PARS ACCT#67460 Ben254061 Voucher:	Ben254061	7/11/2019	PARS 11.87%: PAYMENT	775.92	775.92
83869	7/11/2019	00000334 UNITED WAY OF GREATER LC Ben254051 Voucher:	Ben254051	7/11/2019	UNITED WAY: PAYMENT	34.33	34.33
Sub total for BANK OF THE WEST:						55,843.03	

Page: 1

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2019

PART IIIb

apChkLst
07/16/2019 1:59:08PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1718	7/11/2019	00000004 Voucher:	NATIONWIDE RETIREMENT SOLL Ben254071	7/11/2019	DEF COMP NATIONWIDE: PAYME	59,465.51	59,465.51
1719	7/11/2019	00004836 Voucher:	SEIU LOCAL 721 CTW CLC-23900 Ben254073	7/11/2019	SEIU DUES: PAYMENT	3,088.51	3,088.51
1720	7/11/2019	00002370 Voucher:	INTERNAL REVENUE SERVICE Ben254075	7/11/2019	MEDICARE: PAYMENT	146,823.95	146,823.95
1722	7/11/2019	00001186 Voucher:	EMPLOYMENT DEVELOPMENT D Ben254079	7/11/2019	SDI: PAYMENT	47,949.29	47,949.29
1723	7/11/2019	00004996 Voucher:	SEIU-COPE LOCAL 721, LA/OC C Ben254081	7/11/2019	SEIU- COPE LOCAL 721 DEDUCT	49.00	49.00
1724	7/11/2019	00004988 Voucher:	CHILD SUPPORT ON-LINE, STATE Ben254083	7/11/2019	CHILD SUPPPORT-ONLINE: PAYMI	1,941.70	1,941.70
01356808	7/8/2019	00004708 Voucher:	PERS HEALTH PLAN Ben252444	6/13/2019	MEDICAL HMO ANTHEM SELECT	371,524.15	371,524.15
Sub total for BANK OF THE WEST:						630,842.11	

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2019

PART IV

apChkLst
07/10/2019 4:41:00PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/10/2019	0008914			AMERICAN EXPRESS		
		00004000	1199437-2684-2	6/1/2019	JUNE 2019- 263-1669: RESDTL TI	304,896.00	
		00004000	1198909-2684-1	5/16/2019	5/1/19-5/15/19 - HOMELESS ENC/	2,078.44	
		00004000	1200902-2684-2	6/1/2019	MAY 2019 - COSG TREE REMOV/	1,543.56	
		00004000	1198793-2684-9	5/1/2019	APRIL 2019 - 263-1785: COSG ME	1,043.56	309,561.56
Sub total for BANK OF THE WEST:						309,561.56	309,561.56

Yellow highlights indicate prepaid checks.

Page: 1

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING 7/23/2019**

TOTAL PART I - ACCOUNTS PAYABLE (FY 2019/20)	259,079.51
TOTAL PART II - ACCOUNTS PAYABLE (FY 2018/19)	563,212.33
TOTAL PART IIIa - PAYROLL-RELATED CHECKS (PAYDAY 7/11/2019)	55,843.03
TOTAL PART IIIb - PAYROLL WIRE TRANSFERS (PAYDAY 7/11/2019)	630,842.11
TOTAL PART IV - PREPAID (FY 2018/19)	309,561.56
	<hr/>
SUB - TOTAL	1,818,538.54
LESS: VOIDS	(45,000.00)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(260,840.56)
	<hr/>
GRAND TOTAL	1,512,697.98

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION**

Warrant Number **83676, 83854** to Warrant Number **84090** inclusive, totaling **\$ 1,512,697.98** As listed on the accompanying Accounts Payable Warrant Register of **July 23, 2019** and approved as presented, with the exception of the following voided warrants:

83768	OSCAR H. GUTIERREZ, A.P.C. AND BLANCA OCHOA	7/9/2019	45,000.00	CHECK WAS NO LONGER NEEDED, PAID BY TPA (THIRD PARTY ADMINSTRATOR)
	GRAND TOTAL OF VOIDED CHECKS		\$45,000.00	

CITY AUDITOR

CITY MANAGER

Jackie A. Cook

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **July 23, 2019** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.