



## **SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA**

Tuesday, May 26, 2020 at 6:30 p.m.

### **TELECONFERENCE**

**DIAL-IN-NUMBER: (669) 900-6833**

**MEETING ID: 818 2309 3993 #**

**<https://us02web.zoom.us/j/81823093993>**

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

<b>CALL TO ORDER</b>	Maria Davila, Mayor
<b>INVOCATION</b>	Pastor Anthony Kidd, Community of Faith Bible Church
<b>PLEDGE OF ALLEGIANCE</b>	Nick Godoy, Commander of the Veterans of Foreign Wars #1732
<b>ROLL CALL</b>	Carmen Avalos, City Clerk

### **II. City Officials**

<b>MAYOR</b> Maria Davila	<b>CITY CLERK</b> Carmen Avalos
<b>VICE MAYOR</b> Al Rios	<b>CITY TREASURER</b> Gregory Martinez
<b>COUNCIL MEMBERS</b> Maria del Pilar Avalos Denise Diaz Gil Hurtado	<b>CITY MANAGER</b> Michael Flad  <b>CITY ATTORNEY</b> Raul F. Salinas

### **III. COVID 19 Meeting Procedures**

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the South Gate City Council, staff, and the public will participate in the May 26, 2020 meeting via a teleconference. To avoid

exposure to COVID-19 this meeting will be held with City Council Members participating via teleconference by calling Dial-in-Number: 1-669-900-6833 and Meeting ID: 818 2309 3993 # and <https://us02web.zoom.us/j/81823093993>

Additionally, you may submit your comments electronically by emailing the City Clerk at [cavalos@sogate.org](mailto:cavalos@sogate.org).

**Procedure for Participation:**

Any person wanting to participate may request to “speak” on an agenda item. Once acknowledged and authorized by the Mayor the person may speak. Alternatively, any person may submit comments on an item electronically by emailing [cavalos@sogate.org](mailto:cavalos@sogate.org). Submissions by email must be received 30 minutes prior to the posted start time of the meeting if emailing subject.

Subject line should read: **COMMENTS FOR ITEM \_\_\_\_\_, MEETING OF MAY 26, 2020.**

Please note, you will enter the meeting muted, but if you want to comment on an Agenda Item or during the public comment portion of the Agenda, raise your hand or press \*9 at the appropriate time indicated by the Mayor. When you are selected to speak, you will hear that you are unmuted, this is the time to make your public comments. Your patience with these changes is appreciated as the City adjusts to new ways of conducting business during the COVID-19 pandemic. Thank you.

**Accessibility:** Reasonable accommodations for individuals with disabilities will be handled on a case-by-case basis and in accordance with the Americans with Disabilities Act and Governor Newsom’s Executive Order N-29-20. Please call the Office of the City Clerk at 323.563.9510.

#### **IV. 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.

#### **V. Proclamations, Certificates, Introductions And Ceremonial Actions**

##### **1. Proclamation Declaring The Month Of May As National Mental Health Awareness Month**

The City Council will issue a Proclamation declaring the month of May as National Mental Health Awareness Month. (PD)

Documents:

[ITEM 1 REPORT 05262020.PDF](#)

## **2. Proclamation Declaring May 25, 2020, As Memorial Day**

The City Council will issue a Proclamation declaring May 25, 2020, as Memorial Day in tribute and honor to those who lost their lives in the name of freedom. (PARKS)

Documents:

[ITEM 2 REPORT 05262020.PDF](#)

## **3. City Council Appointments To City Commissions, Committees And Boards**

The City Council will consider making appointments to City Commissions, Committees and Boards; the appointments will be ratified by a majority vote of the City Council. (ADMIN)

Documents:

[ITEM 3 REPORT 05262020.PDF](#)

## **VI. Public Hearings**

### **4. Resolution Ordering The Levy Of The Fiscal Year 2020/21 For The Street Lighting And Landscaping District No. 1**

The City Council will conduct a public hearing, to consider adopting a **Resolution** \_\_\_\_\_ ordering the levy of the Fiscal Year 2020/21 Annual Assessment for the Street Lighting and Landscaping Maintenance District No. 1. (PW)

Documents:

[ITEM 4 REPORT 05262020.PDF](#)

### **5. Americans With Disabilities Act Self Evaluation And Transition Plan**

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

- a. Receiving and filing a presentation on the Americans with Disabilities Act Self Evaluation and Transition Plan (ADA Transition Plan); and
- b. Adopting the ADA Transition Plan.

Documents:

[ITEM 5 REPORT 05262020.PDF](#)

## **VII. 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.

## **VIII. 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.

## **IX. Consent Calendar Items**

Agenda Items **6, 7, 8, 9, and 10** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

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

### **6. Ordinance No. 2020-02-CC Amending Title 9 (Buildings) Of The Muni Code Updating California Building Standards Code**

The City Council will consider adopting **Ordinance No. 2020-02-CC** amending Title 9 (Buildings), of the South Gate Municipal Code, in its entirety by adopting by reference the 2019 Edition of the California Code of Regulations, Title 24 and the 2018 Edition of the Uniform Solar Energy and Hydronics Codes, and the 2018 Edition of Swimming Pool, Spa, Hot Tub Codes published by the International Association of Plumbing and Mechanical Officials, effective July 1, 2020. (CD)

Documents:



## **7. Resolution Updating The Job Specification Of The Director Of Parks & Recreation Position**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specification of the Director of Parks & Recreation position in the Parks & Recreation Department. (ADMIN SRVS)

Documents:

## **8. Amendment No. 1 To Contract No. 2020-22-AC With ClientFirst Technology Consulting For Continued IT Project Management Services; Agreement For E-Mail Archive Solution Implementation; And Agreement For The Office 365 Migration**

The City Council will consider: (ADMIN SVCS)

- a. Approving **Amendment No. 1 to Contract No. 2020-22-AC** with ClientFirst Technology Consulting for continued project management related to the initial implementation of the Technology Master Plan, in an amount not-to-exceed \$62,390.00;
- b. Approving Professional Services Agreement (**Contract No.** \_\_\_\_\_) with ClientFirst Technology Consulting for Implementation of an E-mail Archive Solution, in an amount not-to exceed \$7,350.00; and
- c. Approving Professional Services Agreement (**Contract No.** \_\_\_\_\_) with ClientFirst Technology Consulting for the Office 365 Migration Project, in amount not-to-exceed \$26,600.00.

Documents:

## **9. Funding Appropriations For The Capital Improvement Program For Fiscal Year 2019/20**

The City Council will consider: (PW)

- a. Amending the Capital Improvement Program to add the following projects: (1) Citywide Residential Resurfacing Project, Phase I, City Project No. 637-ST (2) Police Department Parking Lot Expansion, City Project No. 594-GEN, (3) Police Department Fueling Station and Air Compressor Replacement, City Project No. 663-GEN, and (4) Warehouse Office Construction at Public Works Yard, City Project No. 664-GEN;

- b. Appropriating \$1,600,000 in Senate Bill 1 Funds to Account No. 311-790-31-9582, (Capital Projects Fund - Citywide Residential Resurfacing Project - Phase I, City Project No. 637-ST) to fund this project;
- c. Transferring \$240,000 from Account No. 311-790-49-9905 (Capital Projects Fund - Courthouse Adaptive Reuse Project, City Project No. 501-ARC) to Account No. 311-790-39- 9113, (Capital Projects Fund - Police Department Parking Lot Expansion, City Project No. 594 GEN) to fund this project;
- d. Appropriating \$800,000 from the unrestricted balance of the Water Fund to Account No. 411-731-71-9557 (Water Fund - Water System Facilities Chlorination Upgrades, City Project No. 586-WTR) to fully fund the project;
- e. Appropriating \$200,000 from the unrestricted balance of the Water Fund to Account No. 411-731-71-9578 (Water Fund - Long Beach Boulevard Water Service Lateral Replacement, City Project No. 638-WTR) to fully fund the project;
- f. Appropriating \$600,000 from the unrestricted balance of the Water Fund to Account No. 411-731-71-9581 (Water Fund - AMI/AMR Meter Replacement - Phase III, City Project No. 649-WTR) to fully fund the project;
- g. Appropriating \$175,000 from the unassigned balance of the Building & Infrastructure Maintenance Fund to Account No. 311-790-39-9114 (Capital Projects Fund - Police Department Fueling Station and Air Compressor Replacement, City Project No. 663-GEN) to fund this project; and
- h. Appropriating \$30,000 from the unassigned balance of the Building & Infrastructure Maintenance Fund to Account No. 311-790-49-9911 (Capital Projects Fund - Warehouse Office Construction at Public Works Yard, City Project No. 664-GEN) to fund this project.

Documents:

[ITEM 9 REPORT 05262020.PDF](#)

#### **10. Special And Regular City Council Meeting Minutes Of April 28, 2020**

The City Council will consider approving the Regular and Special Meeting minutes of April 28, 2020. (CLERKS)

Documents:

[ITEM 10 REPORT 05262020.PDF](#)

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

## **11. Resolution Extending The Restriction On Evictions Of Commercial And Residential Tenants To June 30, 2020 Due To The Ongoing COVID-19 Pandemic**

The City Council will consider adopting a **Resolution**\_\_\_\_\_ extending the restriction on evictions of commercial and residential tenants to June 30, 2020, due to the ongoing Coronavirus Disease 2019 pandemic. (CD)

Documents:

[ITEM 11 REPORT 05262020.PDF](#)

## **12. Agreements For The Purchase Of A New Radio Communication System For The Police Department**

The City Council will consider: (PD)

- a. Approving a Lease Financing Agreement with Motorola for the purchase of hardware and software which includes consoles, radios and services, in the amount of \$1,253,889.84, for a three year term;
- b. Approving an Agreement with the City of Montebello for Interoperable Radio System Subscriber Service, in the total amount of \$58,500.00 annually;
- c. Approving an Agreement with the City of Montebello for Land Lease Agreement, in the total of \$1.00 annually;
- d. Approving an Agreement with Spectrum Cable for internet service, in the total amount of \$9,000.00 annually;
- e. Approving an Agreement with Wireless Infrastructure Services for microwave dish, in the amount of \$62,083.29 (one time cost); and
- f. Authorizing the Mayor to execute the Agreements in a form acceptable to the City Attorney.

Documents:

[ITEM 12 REPORT 05262020.PDF](#)

## **13. Warrant Register For May 26, 2020**

The City Council will consider approving the Warrants and Cancellations for May 26, 2020 (ADMIN SVCS)

Total of Checks: \$2,176,206.64  
Voids \$ (17,315.00)  
Total of Payroll Deductions: \$ (387,559.52)

Grand Total: \$1,771,332.12  
Cancellations: 87516, 87880, 87993

Documents:

[ITEM 13 REPORT 05262020.PDF](#)

## **XI. Adjournment**

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted May 21, 2020 at 11:29 p.m., as required by law.

Carmen Avalos, CMC  
City Clerk

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

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

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

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

RECEIVED

*City of South Gate*  
CITY COUNCIL

Item No. 1

MAY 20 2020

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

11:05am

AGENDA BILL

For the Regular Meeting of: May 26, 2020

Originating Department: Police

Department Director:

  
Randall Davis

City Manager:

  
Michael Flad

**SUBJECT: PROCLAMATION DECLARING THE MONTH OF MAY AS NATIONAL MENTAL HEALTH AWARENESS MONTH**

**PURPOSE:** This item was added to the Agenda at the request of Council Member Maria del Pilar Avalos to declare May as National Mental Health Awareness Month.

**RECOMMENDED ACTION:** Mayor Maria Davila will issue a Proclamation declaring the month of May as National Mental Health Awareness Month.

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

**ANALYSIS:** Mental health conditions are real and prevalent, affecting millions of children, adolescents and adults in our nation. During Mental Health Awareness Month, the City raises awareness of those living with mental or behavioral health issues to help reduce the stigma that so many people experience.

**BACKGROUND:** There are many professionals and health care systems that play an important role in providing mental health care services along with placing patients with much needed resources. These professionals and health care facilities create unique partnerships to address mental health issues, in addition to improving the overall treatment of mental health patients.

As part of the City's long-standing commitment to support these efforts and advocate on issues related to mental health, in 2015, the South Gate Police Department created the Mental Health Law Enforcement Partnership Program (Mhelp). Throughout the years, the Mhelp Team has been able to establish meaningful partnerships with police agencies in the Southeast Area and the Los Angeles County of Department of Mental Health. Through consistent deployments of teams into the community, we have and will continue to ensure access to a full continuum of mental health care resources to those in need.

**ATTACHMENT:** Proclamation.

# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

### Declaring the month of May 2020 as Mental Health Awareness Month

- WHEREAS,** mental health is essential to everyone's overall health and well-being; and
- WHEREAS,** all people experience stress, crisis and difficult times throughout their lives; and
- WHEREAS,** mental health illness is not a private, individual illness that affects only the people involved; it is an illness that affects their family and friends, and impacts indiscriminately, regardless of gender, race, income, or age, in every community in this country; and
- WHEREAS,** treatment and prevention is a proven strategy to reduce the burden of mental health conditions; and
- WHEREAS,** with access to services and effective treatment, those individuals with mental health can lead full, productive lives;

**NOW, THEREFORE,** be it proclaimed on this 26<sup>th</sup> day of May 2020, that I, **Maria Davila, Mayor of the City of South Gate**, on behalf of the City Council, do hereby proclaim the month of May 2020 as Mental Health Awareness Month, and encourage all citizens to become aware of the resources available and share this information whenever and wherever needed.

/s/

Mayor Maria Davila

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**Item No. 2**

MAY 18 2020

# *City of South Gate*

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

3:25pm

## AGENDA BILL

For the Regular Meeting of: May 26, 2020

Originating Department: Parks & Recreation

Interim Director: Steve Costley / rcy City Manager: Michael Flad  
Steve Costley Michael Flad

**SUBJECT:** PROCLAMATION DECLARING MAY 25, 2020 AS MEMORIAL DAY

**PURPOSE:** To acknowledge and promote Memorial Day in honor of our fallen heroes.

**RECOMMENDED ACTION:** Mayor Maria Davila will issue a Proclamation declaring May 25, 2020, as Memorial Day in tribute and honor to those who lost their lives in the name of freedom.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** Each year, the South Gate Parks & Recreation Department conducts a Memorial Day Ceremony at South Gate Park to pay tribute to American Soldiers who fought and died so that we may live in freedom and maintain the legacy left to us by our forefathers.

This year, due to the COVID-19 pandemic, the City is hosting a "Virtual" Memorial Day Ceremony on the City's website under Monday, May 25, 2020, Memorial Day – Virtual Tribute or at <https://www.cityofsouthgate.org/827/Memorial-Day>.

Everyone is encouraged to observe a minute of silence at 10:00 a.m. on Monday, May 25<sup>th</sup> to pay tribute and honor to those who lost their lives in the name of freedom.

**ATTACHMENT:** Proclamation

# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

*Declaring*

**May 25, 2020 as Memorial Day**

Honoring our nation's heroes

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

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

**NOW, THEREFORE,** be it proclaimed on this 26<sup>th</sup> day of May 2020, that **I, Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council, do hereby declare May 25, 2020, as Memorial Day in tribute and honor to those who lost their lives in the name of freedom. I further invite citizens to visit the City's Virtual Memorial Day Ceremony on the City's website.

/s/

\_\_\_\_\_  
Mayor Maria Davila



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MAY 18 2020

Item No. 3

*City of South Gate*  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

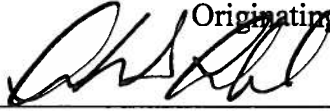
8:35am

AGENDA BILL

For the Regular Meeting of: May 26, 2020

Originating Department: Administration

City Manager:



Michael Flad

City Manager:



Michael Flad

**SUBJECT:** APPOINTMENTS TO CITY COMMISSIONS, COMMITTEES AND BOARDS

**PURPOSE:** This item allows the City Council to make appointments to City Commissions, Committees and Boards.

**RECOMMENDED ACTION:** The City Council will make appointments to City Commissions, Committees and Boards; the appointments will be ratified by a majority vote of the City Council.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** This item was continued from the regularly scheduled City Council Meeting of May 12, 2020, to allow additional time to consider appointments to the Planning Commission, Parks & Recreation Commission, Civil Service Commission and Citizens Advisory Committee. Pursuant to Ordinance No. 2286, adopted on September 27, 2011, the Tweedy Mile Advisory Board members are appointed to staggered, three year terms. Currently, Vice Mayor Al Rios has a vacancy on this Board. All appointments must be ratified by a majority vote of the City Council.

**ATTACHMENTS:** A. Current Commission, Committee and Board Appointment Roster: 05-19-2020  
B. Ordinance No. 2286

Council Member	Planning Commission \$125/Meeting 1 <sup>st</sup> & 3 <sup>rd</sup> Tuesday at 7 pm	Parks & Recreation Commission \$75/Meeting 2 <sup>nd</sup> Thursday at 7 pm	Civil Service Commission \$100/Meeting As required	Citizens Advisory Committee \$25/Meeting Meets as needed
<b>Maria del Pilar Avalos</b> 2739 Glenwood Place Cell: (562) 719-1337  Elected: 03-03-2020 End of Term: March 2024	<b>Jenny Perez</b> 10319 Bowman Avenue Cell: (323) 443-4033 <a href="mailto:jennypbruin@gmail.com">jennypbruin@gmail.com</a>  Appointed: 05-12-2020	<b>Melissa Alvarado</b> 10316 Hunt Avenue Cell: (323) 997-1539 <a href="mailto:runmelli@yahoo.com">runmelli@yahoo.com</a>  Appointed: 05-12-2020	<b>Christina Montalvo</b> 9815 Virginia Avenue Cell: (323) 946-3503 <a href="mailto:Cmontalvo4sg@gmail.com">Cmontalvo4sg@gmail.com</a>  Appointed: 05-12-2020	<b>Brigida Salinas</b> 10308 San Anselmo Avenue Cell: (323) 627-3764 <a href="mailto:Brigida.m.salinas@gmail.com">Brigida.m.salinas@gmail.com</a> Appointed: 05-12-2020 <b>Janet Cazares</b> 8437 San Luis Avenue Cell: (323) 376-0102 <a href="mailto:jcazares6@yahoo.com">jcazares6@yahoo.com</a> Appointed: 05-12-2020
<b>Denise Diaz</b> 10365 Virginia Avenue Cell: (323) 667-7688  Elected: 03-07-2017 End of Term: March 2021	<b>Diego Sepulveda</b> 10316 Hunt Avenue Cell: (323) 385-5530 <a href="mailto:sepulvedamba@gmail.com">sepulvedamba@gmail.com</a>  Appointed: 05-12-2020	<b>John Robert Montalvo</b> 9815 Virginia Avenue Cell: (323) 392-8135 <a href="mailto:Johnmontalvo90280@yahoo.com">Johnmontalvo90280@yahoo.com</a>  Appointed: 04-09-2019	<b>Irene Jensen</b>   Appointed: 04-25-2017	<b>Darlene Lopez</b> 3289 Sequoia Drive Cell: (323) 479-7405 <a href="mailto:Darlenelopez543@gmail.com">Darlenelopez543@gmail.com</a> Appointed: 05-12-2020 <b>Yudit Glaze</b> 5218 Wood Avenue Cell: (323) 702-1026 <a href="mailto:apromiseofhopeLA@gmail.com">apromiseofhopeLA@gmail.com</a> Appointed: 09-25-2018  VACANT
<b>Maria Davila</b> 10035 San Luis Avenue Cell: (323) 243-9947  Elected: 01-28-2003 End of Term: March 2024	<b>Jose Delgado</b> 3925 Tenaya Avenue Cell: (323) 702-1519 <a href="mailto:josegdelgado@hotmail.com">josegdelgado@hotmail.com</a>  Appointed: 01-10-2017	<b>Jennifer Cypert</b> 4718 Tweedy Boulevard Cell: (323) 829-0663 <a href="mailto:jsc001@msn.com">jsc001@msn.com</a>  Appointed: 02-10-2003	<b>William John Currie (Bill)</b>   Appointed: 01-27-2015	<b>Virginia Johnson</b> 5751 McKinley Avenue Home: (562) 531-3700 Cell: (562) 761-3111 <a href="mailto:thepalm22@yahoo.com">thepalm22@yahoo.com</a> Appointed: 02-22-2005 <b>Anthony Zepeda</b> 5218 McCallum Avenue Cell: (323) 405-2006 <a href="mailto:anthonzepeda10@yahoo.com">anthonzepeda10@yahoo.com</a> Appointed: 05-27-2014
<b>Al Rios</b> 10408 Orange Avenue Cell: (323) 974-3540  Elected: 03-07-2017 End of Term: March 2021	<b>Fabiola Inzunza</b> 9542 Bowman Avenue Cell: (323) 743-3229 <a href="mailto:Fabiola.inzunza@gmail.com">Fabiola.inzunza@gmail.com</a>  Appointed: 11-26-2019	<b>Joshua Barron</b> 8819 Beaudine Avenue Cell: (323) 791-5126 <a href="mailto:Joshb90280@yahoo.com">Joshb90280@yahoo.com</a>  Appointed: 04-25-2017	<b>Juan Carlos Mendez</b>   Appointed: 04-25-2017	<b>Juliano A. Jarquin</b> 10606 McNerney Avenue (714) 345-3451 <a href="mailto:julianojarquin@gmail.com">julianojarquin@gmail.com</a> Appointed: 05-09-2017 <b>Benigno Nunez</b> 8420 San Carlos Avenue (323) 434-8304 <a href="mailto:Nunezbenny79@yahoo.com">Nunezbenny79@yahoo.com</a> Appointed: 05-09-2017
<b>Gil Hurtado</b> 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728  Elected: 03-03-2020 End of Term: March 2024	<b>Jose De La Paz</b> 10508 San Antonio Avenue Cell: (310) 467-0702 <a href="mailto:teamup@josedelapaz.com">teamup@josedelapaz.com</a>  Appointed: 05-12-2020	<b>Alan D. Flores, II</b> 5255 Almira Road Cell: (213) 280-2672 <a href="mailto:Laxxxll@yahoo.com">Laxxxll@yahoo.com</a>  Appointed: 05-12-2020	<b>Robbie C. Hicklin</b>   Appointed: 04-28-2015	<b>Norma Mendoza</b> 8691 San Gabriel Avenue Cell: (562) 277-2992 Appointed: 05-12-2020 <a href="mailto:Norma.mendoza@gmail.com">Norma.mendoza@gmail.com</a> <b>Jimmy Torres</b> 11610 Oklahoma Avenue cell: (323) 742-0154 <a href="mailto:jtorres1393@gmail.com">jtorres1393@gmail.com</a> Appointed: 07-14-2015

Council Member	Tweedy Mile Advisory Board 1 <sup>st</sup> Monday at 5 pm				
<b>Maria del Pilar Avalos</b> 2739 Glenwood Place Cell: (562) 719-1337  Elected: 03-03-2020 End of Term: March 2024	<b>Maribel Chaidez</b> 5225 Katella Road (323) 896-9595 <a href="mailto:maribreno@gmail.com">maribreno@gmail.com</a>  Appointed: 09-11-2018 Term expires: 01-31-2022				
<b>Denise Diaz</b> 10365 Virginia Avenue Cell: (323) 667-7688  Elected: 03-07-2017 End of Term: March 2021	<b>Joshua Barron</b> 8819 Beaudine Avenue Cell: (323) 791-5126 <a href="mailto:Joshb90280@yahoo.com">Joshb90280@yahoo.com</a>  Appointed on 10-09-2018 by Al Rios for Denise Diaz Term expires: 01-31-2022				
<b>Maria Davila</b> 10035 San Luis Avenue Cell: (323) 243-9947  Elected: 01-28-2003 End of Term: March 2024	<b>Minerva Rodriguez</b> 2648 Indiana Avenue (213) 448-2890 <a href="mailto:mini4taxes@yahoo.com">mini4taxes@yahoo.com</a>  Appointed: 09-11-2018 Term expires: 01-31-2021				
<b>Al Rios</b> 10408 Orange Avenue Cell: (323) 974-3540  Elected: 03-07-2017 End of Term: March 2021	Vacancy. Appointment will be for the remainder of the term which expires 01-31- 2021.				
<b>Gil Hurtado</b> 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728  Elected: 03-03-2020 End of Term: March 2024	<b>Sylvia Masushige</b> 8416 Beechwood Avenue Cell: (562) 755-6159 <a href="mailto:grandmasy101@hotmail.com">grandmasy101@hotmail.com</a>  Appointed: 05-12-2020 Term expires: 01-31-2023				

**ORDINANCE NO. 2286**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE  
AMENDING TITLE 2 (LICENSES - BUSINESS REGULATIONS), CHAPTER 2.64  
(PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE) OF THE  
SOUTH GATE MUNICIPAL CODE BY ADDING SECTIONS 2.64.100  
THROUGH 2.64.140 ESTABLISHING THE  
TWEEDY MILE ADVISORY BOARD AND SETTING FORTH  
THE DUTIES THEREOF**

**WHEREAS**, pursuant to Section 36530 of the California Streets and Highways Code, the City Council shall appoint a Tweedy Mile Advisory Board (TMAB); and

**WHEREAS**, TMAB is necessary to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments;

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

**SECTION 1:** Title 2 (Licenses – Business Regulations), Chapter 2.64 (Parking and Business Improvement Area Business License) of the South Gate Municipal Code is hereby amended by adding Sections 2.64.100 through 2.64.140 to read as follows:

<b>2.64.100</b>	<b>Tweedy Mile Advisory Board</b>
<b>2.64.110</b>	<b>Membership</b>
<b>2.64.120</b>	<b>Meetings</b>
<b>2.64.130</b>	<b>Duties</b>
<b>2.64.140</b>	<b>Staff Representation</b>

**2.64.100 Tweedy Mile Advisory Board**

The City Council shall appoint a Tweedy Mile Advisory Board pursuant to Section 36530 of the California Streets and Highways Code in order to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.

**2.64.110 Membership**

The Tweedy Mile Advisory Board shall consist of five (5) members each of which shall be appointed by a City Council Member. The members of the Tweedy Mile Advisory Board shall be appointed for staggered, three-year terms.

**2.64.120 Meetings**

1. The regular meetings of the Tweedy Mile Advisory Board shall be held not less frequently than once each calendar year, and otherwise as determined by the Tweedy Mile Advisory Board. The Tweedy Mile Advisory Board shall meet in the South Gate City Council Chambers.
2. The Tweedy Mile Advisory Board shall annually elect a Chairperson and Vice Chairperson from among its members.
3. Three members of the Tweedy Mile Advisory Board constitute a minimum quorum for the transaction of business.
4. The affirmative vote of at least a majority of the then present members of the Tweedy Mile Advisory Board shall be necessary to take action.

**2.64.130 Duties**

The duties of the Tweedy Mile Advisory Board are as follows:

1. The Tweedy Mile Advisory Board shall prepare an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance of the requirements of Sections 36530 and 36533 of the California Streets and Highways Code. Upon approval of the annual report, the City Council shall follow the procedures set forth in Section 36534 of the California Streets and Highways Code for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report.
2. The Tweedy Mile Advisory Board will work together with City staff to consider new business, to evaluate whether or not proposed solutions are viable and cost-effective, and to submit from time to time recommendations to the City Council for review and approval.
3. To perform such duties and responsibilities as may be assigned by the City Council from time to time.

[Remainder of page left blank intentionally]

**2.64.140 Staff Representation**


The City Manager shall assign staff to ensure the effective functioning of the Tweedy Mile Advisory Board, including designating the Secretary to the Tweedy Mile Advisory Board who shall be a City employee responsible for the preparation of all minutes of all meetings of the Board, and the filing of the approved minutes with the City Clerk. The minutes shall include a record of Board Member attendance, a brief summary of presentations made if any, actions taken by the Tweedy Mile Advisory Board, and the vote of each member on any item upon which action is taken. Minutes need not be verbatim transcripts of the conduct of the meetings, but should be sufficient to adequately characterize the discussions, deliberations and actions taken.

**SECTION 2:** This Ordinance shall take effect and be in force on the thirty-first (31<sup>st</sup>) day after its adoption.


**SECTION 3:** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of September, 2011.

**CITY OF SOUTH GATE:**

  
Maria Davila, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ORDINANCE CERTIFICATION PAGE**

**STATE OF CALIFORNIA            )**

**COUNTY OF LOS ANGELES    )       SS**

**CITY OF SOUTH GATE            )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Ordinance No. 2286 was adopted by the City Council at their Regular Meeting held on September 27, 2011, by the following vote:

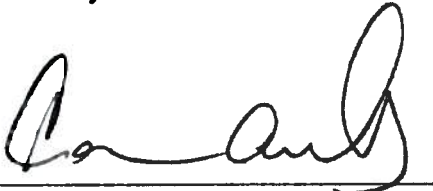
Ayes:           Council Members:   Davila, De Witt, Gonzalez and Morales

Noes:           Council Members:   None

Absent:          Council Members:   Hurtado

Abstain:        Council Members:   None

Witness my hand and the seal of said City on October 5, 2011.

A handwritten signature in black ink, appearing to read 'Carmen Avalos', written over a horizontal line.

Carmen Avalos, City Clerk  
City of South Gate, California



RECEIVED

MAY 20 2020

**City of South Gate**  
CITY COUNCIL

Item No. 4

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: May 26, 2020

Originating Department: Public Works

Department Director:

  
Arturo Cervantes


City Manager:

  
Michael Flad

**SUBJECT: FISCAL YEAR 2020/21 STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1 – RESOLUTION TO ORDER THE LEVY AND COLLECT ASSESSMENTS**

**PURPOSE:** Annually, the City Council undertakes certain proceedings to levy and collect assessments within the Street Lighting and Landscape Maintenance District No. 1 (District). On January 14, 2020, the City Council initiated the proceedings. On April 28, 2020, the City Council adopted resolutions to approve a preliminary Engineer's Report and declared the City's intention to levy and collect said assessments. The last step in the proceedings is to adopt a resolution ordering the levy of the Fiscal Year (FY) 2020/21 Annual Assessments.

**RECOMMENDED ACTION:** Following the conclusion of the public hearing, adopt Resolution ordering the levy of the Fiscal Year 2020/21 Annual Assessment for the Street Lighting and Landscaping Maintenance District No. 1.

 **FISCAL IMPACT:** The assessment for a single parcel is proposed at \$2.38 per adjusted front footage, which said amount has not changed for more than two decades. The revenue for FY 2020/21 is estimated to be \$1,993,360, while the cost to operate the District is estimated to be \$2,825,449. The estimated operating shortfall of \$832,089 will be funded by the General Funds.

**NOTICING PROCEDURE:** A Public Hearing Notice was duly published in the *Los Angeles Wave*, a local newspaper of general circulation, on May 7, 2020.

**ANALYSIS:** The amount of the assessment has not changed since the District was created more than two decades ago. The total revenue collected from the District has remained approximately constant over the years while the total cost of maintaining the District has increased, leaving an operating shortfall. At this time, staff is not proposing to increase the assessment to resolve the operating shortfall.

District revenue can only be utilized to meet the original intent of the District, which is to maintain and operate landscaping and lighting systems citywide and within City streets. Qualifying expenditures include operations and maintenance of: (a) landscaping (trees, shrubs, grass, other ornamental vegetation, irrigation systems and drainage systems) and (b) lighting systems (illuminated signs, decorative light fixtures, street furniture, street lights and traffic signals), inclusive of labor and materials.

**BACKGROUND:** The District was formed in 1981 and operates pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code). The District provides the authority to



levy an assessment on parcels of land which have been identified as receiving a direct "special benefit" from a public improvement. The District encompasses the entire City; therefore, the assessment is levied on all parcels citywide.

Annually, the District's funds are levied and collected by the Los Angeles County Assessor's Office (Assessor's Office) on behalf of the City, through the property tax rolls. Several actions from the City Council are required to provide the Assessor's Office the authority to levy and collect the assessments in accordance with the Assessor's Office requirements and applicable State law. The actions before the Council are a part of the proceedings necessary to provide such authority.

On January 14, 2020, the City Council adopted Resolution No. 2020-01-CC initiating the proceedings for FY 2020/21 and directing the Engineer's Report to be prepared. On April 28, 2020, the City Council adopted Resolution No. 2020-15-CC approving the Engineer's Report and Resolution No. 2020-16-CC declaring the City's intention to levy and collect assessments, and setting a public hearing on May 26, 2020. The final steps in the proceeding can be achieved by holding a public hearing and adopting resolution ordering the levy of the assessments.

The schedule for the assessment proceedings has been/is as follows:

<b>Date</b>	<b>Council Action</b>
January 14, 2020	City Council adopted Resolution No. 2020-01-CC initiating proceedings to levy assessments and to order the preparation of the Engineer's Report.
April 28, 2020	City Council adopted the following Resolutions: 1. Resolution No. 2020-15-CC approving the Engineer's Report. 2. Resolution No. 2020-16-CC declaring the City's intention to levy and collect assessments, and setting a public hearing on May 26, 2020.
May 26, 2020	1. Conduct a public hearing to receive public input on the levy and proceedings. 2. Adopt Resolution ordering the levy of the assessments and setting the assessment rate.
August 6, 2020	Deadline for filing Assessment Roll with the Assessor's Office.

An Assessment District creates an authority to levy a fee to a specific geographic area or parcels of land which have been identified as receiving a direct "special benefit" from a public improvement. The District enables the City to provide enhanced levels of landscape maintenance and street lighting along City streets. These landscape and lighting improvements are considered to be of special benefit to the properties within the City boundaries. The funding for the maintenance and services is provided through annual assessments paid by the benefiting property owners within the District. In order for the City to continue to levy and collect assessments within the District for the FY 2020/21, an Annual Report must be prepared and the City Council must conduct a public hearing as required by the Landscaping and Lighting Act of 1972.

**ATTACHMENTS:** A. Proposed Resolution  
B. Notice of Public Hearing  
C. Resolution No. 2020-01-CC  
D. Resolution No. 2020-15-CC (Copy available for review in the City Clerk's office)  
E. Resolution No. 2020-16-CC

KT:lc

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH  
GATE, CALIFORNIA, ORDERING THE LEVY OF THE FISCAL YEAR  
2020/21 ANNUAL ASSESSMENT FOR THE STREET LIGHTING AND  
LANDSCAPING MAINTENANCE DISTRICT NO.1**

**WHEREAS**, the City Council has initiated proceedings to levy and collect assessments in a special maintenance known and designated as Street Lighting and Landscaping Maintenance District No. 1 (hereinafter referred to as the "Maintenance District") created pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California ("Act"); and

**WHEREAS**, on January 14, 2020, the City Council adopted Resolution No. 2020-01-CC to initiate proceedings to levy and collect assessments in Fiscal Year 2020/21 and ordering preparation of an Engineer's Report for the Maintenance District; and

**WHEREAS**, on April 28, 2020, the City Council adopted Resolution No. 2020-15-CC preliminarily approving the Engineer's Report dated May 1, 2020 ("Engineer's Report") which is necessary to set the assessments for Fiscal Year 2020/21 within the Maintenance District; and

**WHEREAS**, on April 28, 2020, the City Council adopted Resolution No. 2020-16-CC to declare its intention to levy and collect the assessments for Fiscal Year 2020/21 in the Maintenance District, as well as to set a public hearing for May 26, 2020 as a part of the proceedings; and

**WHEREAS**, based upon the Engineer's Report, the following is hereby determined:

1. No new improvements and no substantial changes to existing improvements or zones are proposed for the next fiscal year;
2. Facilities to be maintained are within existing public streets or sidewalk rights-of-ways of the City;
3. No assessments are proposed to be increased from those as levied in the prior fiscal year; and

**WHEREAS**, at this time all notice and public hearing requirements have been met relating to the subject proceedings, and the City Council is now satisfied with the assessment and all other matters as contained in the Engineer's Report;

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

**SECTION 1.** The City Council hereby declares the above recitals are all true and correct.

**SECTION 2.** The City Council hereby declares that all protests and objections of every kind and nature be, and the same hereby are, overruled and denied.

**SECTION 3.** The City Council hereby approves the Engineer's Report and orders it to be filed in the Office of the City Clerk as a permanent record which is to remain open for public inspection.

**SECTION 4.** The City Council hereby confirms that the diagram referenced at Appendix A to the Engineer's Report, and the assessment roll referenced at Appendix B to the Engineer's Report, are as set forth in the Engineer's Report.

**SECTION 5.** The City Council hereby acknowledges that the adoption of this Resolution constitutes the Fiscal Year 2018/19 annual assessment for the Maintenance District.

[Remainder of page left blank intentionally]

**SECTION 6.** The City Council hereby orders that the assessments authorized by this Resolution be used to fund the City's expenditures for the operation, maintenance and servicing of the landscaping, including trees, shrubs, grass and other ornamental vegetation and appurtenant facilities, including irrigation systems and drainage devices, and public lighting facilities, including street lighting improvements, traffic signals and appurtenant facilities, located in public places within the boundaries of the City of South Gate, and for other incidental expenses authorized by the Act.

**SECTION 7.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 26<sup>th</sup> day of May 2020.


**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Office of the  
South Gate City Clerk

APR 30 2020

FILED

**CITY OF SOUTH GATE  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of adopting a Resolution confirming the diagram and assessment and ordering the levy for Fiscal Year 2020/21 Street Lighting and Landscaping Maintenance District No. 1. A copy of the Engineer's Report may be requested at the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

**DATE:** May 26, 2020  
**TIME:** 6:30 p.m.  
**LOCATION:** COUNCIL CHAMBERS  
SOUTH GATE CITY HALL  
8650 CALIFORNIA AVENUE  
SOUTH GATE, CA 90280

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

THIS NOTICE IS GIVEN by the order of the City Clerk of said City and is dated this April 30, 2020.

  
\_\_\_\_\_  
Carmen Avalos, City Clerk

Publication date: Thursday, May 7, 2020

Account No.: 251-714-25-6302

**RESOLUTION NO. 2020-01-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH GATE, CALIFORNIA, INITIATING THE ANNUAL  
PROCEEDINGS FOR THE LEVY OF THE FISCAL YEAR  
2020/21 ASSESSMENTS AND ORDERING THE  
PREPARATION OF AN ENGINEER'S REPORT FOR THE  
STREET LIGHTING AND LANDSCAPING MAINTENANCE  
DISTRICT NO. 1**

**WHEREAS**, the City Council previously formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, such special maintenance district known and designated as Maintenance District No. 1 ("District"); and

**WHEREAS**, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for Fiscal Year 2020/21 to finance the annual costs of maintenance and/or servicing of improvements within the District;

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

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

**SECTION 2.** It is the intention of this legislative body as required by the public interest to initiate proceedings for the annual levy and collection of special assessments for the payment of annual maintenance and/or servicing costs within the District. No new improvements or any substantial changes in existing improvements or zones are proposed as a part of these proceedings.

**SECTION 3.** The annual maintenance and/or servicing of the improvements are hereby delegated to the City Engineer, who is hereby directed to make and file a report essentially containing the following:

- A.** Plans and specifications describing the general nature, location and extent of the existing improvements to be maintained and/or serviced;
- B.** An estimate of the cost of the maintenance and/or servicing of the improvements for the District for the referenced fiscal year;

- C. A diagram of the District, showing the lots and/or parcels to be assessed; and
- D. An assessment that covers the estimated cost of the maintenance and/or servicing, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received by each lot or parcel. Assessments may or may not be increased from those levied for the prior or current fiscal year.

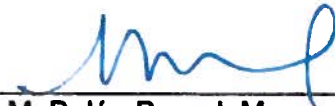
Upon completion of the preparation of the assessment engineer's report, the original shall be filed with the City Clerk, who shall then submit the same to this legislative body for its immediate review and consideration.

**SECTION 4.** The above assessment engineer's report shall include all costs and expenses of such maintenance and/or servicing relating to the Fiscal Year commencing July 1, 2019 and ending June 30, 2020.


**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 14<sup>th</sup> day of January 2020.**


**CITY OF SOUTH GATE:**

By:   
M. Belén Bernal, Mayor

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**RESOLUTION CERTIFICATION PAGE**

**STATE OF CALIFORNIA        )**

**COUNTY OF LOS ANGELES    )       SS**

**CITY OF SOUTH GATE        )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2020-01-CC was adopted by the City Council at their Regular Meeting held on January 14, 2020, by the following vote:

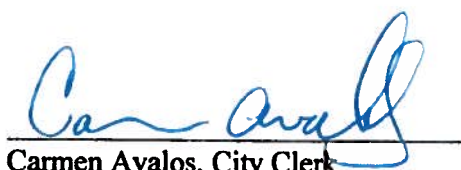
Ayes:           Council Members:   Bernal, Diaz, Davila, De Witt and Rios

Noes:           Council Members:   None

Absent:          Council Members:   None

Abstain:        Council Members:   None

Witness my hand and the seal of said City on January 16, 2020.



Carmen Avalos, City Clerk  
City of South Gate, California



**RESOLUTION NO. 2020-15-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH GATE, CALIFORNIA, PRELIMINARILY APPROVING  
THE ENGINEER'S REPORT REQUIRED FOR THE  
PROCEEDINGS OF THE FISCAL YEAR 2020/21 ANNUAL  
LEVY OF ASSESSMENTS WITHIN THE STREET LIGHTING  
AND LANDSCAPE MAINTENANCE DISTRICT NO. 1**

**WHEREAS**, the City Council of the City of South Gate (City Council), pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, adopted Resolution No. 2020-01-CC, initiating proceedings for the annual levy of assessments within a special maintenance district, said special maintenance district known and designated as Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the City Council was presented with an Engineer's Report, dated April 28, 2020, attached hereto as Exhibit "A" (hereinafter referred to as the "Report"), as required by said Division 15 of the California Streets and Highways Code and as previously directed by Resolution No. 2020-01-CC; and

**WHEREAS**, the City Council examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in said Report.

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

**SECTION 1.** The City Council hereby declares the above recitals as all true and correct.

**SECTION 2.** The City Council hereby acknowledges Report as presented consists of the following:

- A. Plans and specifications describing the general nature, location and extent of the existing improvements to be maintained are on file in the City Engineer's office. No new improvements or any substantial changes in existing improvements are proposed for the next fiscal year; all improvements to be maintained are in existing public streets or sidewalks of the City;

- B. Estimate of cost, including the amount of the annual installment for the forthcoming fiscal year;
- C. Diagram of the Maintenance District; and
- D. Assessment of the estimated costs of the improvements, including the amount of individual annual installments for the next fiscal year. No assessments on any parcels within the Maintenance District are to be increased from those levied for the last fiscal year.

**SECTION 3.** The City Council hereby declares that the Maintenance District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of the California Constitution Article XIID.

**SECTION 4.** The City Council hereby approves the Engineer's Report on a preliminary basis, and orders it to be filed in the Office of the City Clerk as a permanent record and to remain accessible to public inspection.


**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption, and the minutes of this meeting shall so reflect the presentation of the Assessment Engineer's Report.

**PASSED, APPROVED and ADOPTED this 28<sup>th</sup> day of April 2020.**


**CITY OF SOUTH GATE:**

By:   
Maria Davila, Mayor

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**RESOLUTION CERTIFICATION PAGE**

**STATE OF CALIFORNIA        )**  
**COUNTY OF LOS ANGELES    )     SS**  
**CITY OF SOUTH GATE         )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2020-15-CC was adopted by the City Council at their Regular Meeting held on April 28, 2020, by the following vote:


**Ayes:           Council Members:   Davila, Avalos, Diaz and Hurtado**

**Noes:           Council Members:   None**

**Absent:         Council Members:   None**

**Abstain:        Council Members:   Rios**

**Witness my hand and the seal of said City on April 28, 2020.**

  
\_\_\_\_\_  
**Carmen Avalos, City Clerk**  
**City of South Gate, California**



# City of South Gate

## Maintenance District No. 1

### 2020/2021 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: April 28, 2020

Public Hearing: May 26, 2020

277500 The Industries  
Suite 100  
Beverly Hills, California 90210  
Tel: 310.277.1111 | Fax: 310.277.1111  
www.willdan.com



**ENGINEER'S REPORT AFFIDAVIT**

**Maintenance District No. 1**

**City of South Gate  
Los Angeles County, State of California**

This Report describes the District and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2020/2021, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 1st day of May, 2020

**Willdan Financial Services  
Assessment Engineer  
On Behalf of the City of South Gate**

By: Chonney Gano  
**Chonney Gano  
Project Manager, District Administration Services**

By: Richard Kopecky  
**Richard Kopecky  
R. C. E. # 16742**



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## **I. OVERVIEW**

### **A. INTRODUCTION**

The City of South Gate (the "City") annually levies and collects special assessments in order to maintain the improvements within Maintenance District No. 1 (the "District"). On June 22, 1981, the City Council of the City adopted Resolution 3838 which ordered the formation of Maintenance District No.1. The District is levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the "1972 Act") and in compliance with California Constitution Article XIID.

This Engineer's Annual Levy Report (the "Report") describes the District, any annexations, or changes to the District including substantial changes to the District improvements, and the proposed assessments for Fiscal Year 2020/2021. The proposed assessments are based on the estimated cost to maintain the improvements that provide special benefits to properties within the District. The costs of improvements and the annual levy include all expenditures, deficits, surpluses, revenues, and reserves. Each parcel is assessed proportionately for only those improvements provided and for which the parcel receives benefit based on an established method of apportionment.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number by the County of Los Angeles (the "County") Assessor's Office. The County Auditor/Controller uses Assessor's Parcel Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a noticed public hearing, and review of the Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for Fiscal Year 2020/2021 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel for Fiscal Year 2020/2021.

### **B. COMPLIANCE WITH CURRENT LEGISLATION**

Pursuant to the 1972 Act, the City Council annually conducts a public hearing to accept public comments and testimony, and to approve the annual assessments to be levied on the County tax roll for the Fiscal Year. All assessments contained in this Report and to be approved by the City Council have been prepared in accordance with the 1972 Act and are in compliance with the provisions of Article XIID of the constitution of the State of California ("Proposition 218").

The City has reviewed the provisions of Article XIID and has made the following findings and determinations:

Pursuant to Article XIID, Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIID, Section 4 and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, the improvements and the annual assessment for maintaining

the District Improvements were part of the original conditions of development and approved by the original property owner (the "Developer"). As such, pursuant to Article XIID, Section 5, the existing assessments were approved by all the property owners at the time the assessment was created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amounts (Assessment Rates including the Annual Maximum Assessment Cap Formula so approved) are identified as exempt from the procedural requirements of Article XIID, Section 4.

The provisions of Article XIID do not alter the non-conflicting provisions of the 1972 Act. As such, the method of apportionment described in this Report utilizes commonly accepted assessment engineering practices consistent with the 1972 Act and the provisions of Article XIID. The proposed assessments for the current Fiscal Year are less than or equal to the adjusted maximum assessment rate previously approved and adopted for the District. The application of this adjusted maximum assessment rate for the various land uses within the District is described in more detail in Section III D of this report. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Pursuant to the provisions of Article XIID, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of Article XIID, Section 4.

### **C. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT**

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.



- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

## **II. DESCRIPTION OF THE DISTRICT**

### **A. BOUNDARIES OF THE DISTRICT**

The boundaries of the District are coterminous with the boundaries of the City. The diagram of the District boundaries showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District is on file in the office of the City Engineer and incorporated herein by reference. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

### **B. DESCRIPTION OF THE DISTRICT IMPROVEMENTS**

The District Improvements generally provide for the continued operation of streets and sidewalks within the District, including the maintenance and servicing of the street lighting system, street trees, landscaped street medians, street hardscapes and landscapes, traffic signal system and appurtenant facilities that are located in and along such streets and sidewalks, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these facilities.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public

lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The improvements funded entirely or partially through the District assessments generally include the following:

#### ***Landscaping and Appurtenant Facilities***

Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, street furniture, illuminated signs, special decorative fixtures, sidewalk maintenance and appurtenant facilities, in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of the District.

#### ***Public Lighting and Appurtenant Facilities***

Poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide safety lighting and traffic signals in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of the District. A diagram showing the size and location of all street lights and traffic signals is on file in the office of the City Engineer and is incorporated herein by reference.

The public lighting system shall be maintained to provide adequate illumination. The Southern California Edison Company shall furnish power for street lights and traffic signals, and it shall be adequate for the intended purpose. The traffic signal system shall be maintained based on the City specifications and current industry standards. Rates for power shall be those authorized by the California Utilities Commission.

The plans and specifications for the existing improvements are on file in the office of the City Engineer and are made part of this report by reference. No new improvements or any substantial changes in existing improvements are proposed for the next Fiscal Year.

### ***III. METHOD OF APPORTIONMENT***

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#### ***A. GENERAL***

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements that include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

*The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.*

The formula used for calculating assessments in this District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

In addition, Article XIIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district. The general enhancement of property value does not constitute a special benefit.

## **B. BENEFIT ANALYSIS**

Each of the improvements, the associated costs and assessments within the District has been reviewed, identified and allocated based on the special benefit parcels receive from such improvements pursuant to the provisions of Article XIIID and the 1972 Act. All improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties, and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of maintenance and operation of the improvements are of special benefit to the properties.

All the lots or parcels are established at the same time once the conditions regarding the improvements and the continued maintenance are met. As a result, each lot or parcel within the District receives a special and distinct benefit from the improvements and to the same degree.

Over time, the improvements continue to confer a particular and distinct special benefit upon the lots or parcels within the District because of the nature of the improvements. The proper maintenance of the improvements and appurtenant facilities reduces property related crimes, especially vandalism, against properties in the District. All of the above mentioned factors also contribute to a specific benefit to each of the parcels within the District.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives benefit from the improvements. However, each individual improvement element has its own distinct benefits both specific and general. The special benefits associated with the improvements within the District are as follows:

### ***Special Benefit***

The special benefits associated with the landscaping improvements in the District are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space, open space areas and landscaping;

- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and,
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of the street lighting and traffic signal (public lighting) improvements within the District are the convenience, safety, and security of property, improvements, and goods, specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and streets;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;
- Improved traffic circulation and reduced nighttime accidents and personal property loss; and,
- Increased promotion of business during nighttime hours in the case of commercial properties.

#### **General Benefit**

In addition to the special benefits received by the parcels within the District, there are incidental general benefits conferred by the improvements to the public at large (e.g. flow through traffic). These general benefits are primarily relating to the traffic safety provided by the public lighting improvements as described above. The total benefits provided by the District improvements are a combination of the special benefits to the parcels within the District and the general benefit to the public at large. Any portion of the total costs, which are associated with general benefits, will not be assessed to the parcels in the District, but will be paid from other City funds.

### **C. ASSESSMENT METHODOLOGY**

The street lighting, trees, landscaping, hardscapes, traffic signals and appurtenant facilities are for the benefit and enjoyment of all properties within the District and parcels benefit from the operation, maintenance and servicing thereof. The assessment of maintenance and servicing costs upon each parcel is apportioned in accordance with the methodology, which has been established by the City Council upon formation of the District.

The *adjusted front footage* of each parcel was determined, at District formation to be the most equitable method for spreading the estimated benefit received by each parcel. Lighting, medians, street trees and parkway improvements are considered "frontage" improvements. The frontage of a parcel is adjusted to take into consideration



configuration, such as irregular or corner parcels, and whether a parcel has condominiums on it.

The *adjusted front footage* for an irregular, corner or a parcel with condominiums on it, is determined by measuring the front of the parcel that receives the greatest special benefit within its respective Zone.

Furthermore, the District established several special benefit zones to distinguish differing levels of benefit provided by certain District improvements. The Tweedy and Hollydale Commercial District landscaping and hardscape improvements, and the landscaped medians, are located on the major thoroughfares, which are the main travel-ways of the City. These improvements are a special benefit to the adjacent properties, as well as a citywide benefit to all other parcels in the District. The City has not levied an assessment for the local benefit portion of the assessment since the passage of Proposition 218 and the costs attributable to the local benefit portion will continue to be paid from other City funds for Fiscal Year 2020/2021. The City's costs to administer the improvements are also considered a benefit to all properties.

The benefit zones established by the District are described below:

**ZONE 1** - This is a City-wide zone with boundaries contiguous to the boundaries of the City limits. All parcels within the District are included in this zone and are assessed for the operation, maintenance, and servicing of street lights, traffic signals, street trees and appurtenant facilities, as well as the City-wide landscaping and hardscape benefits of the Tweedy and Hollydale Commercial Districts and landscaped medians.

**ZONE 2** - Tweedy Commercial District is comprised of the Tweedy Boulevard business district from Hunt Avenue to State Street.

**ZONE 3** - Hollydale Commercial District is comprised of the Garfield Avenue business district from Century Boulevard to one-half block north of Roosevelt Avenue.

**ZONE 4** - Landscape Median Area is in the immediate vicinity of the Firestone Boulevard / Garfield Avenue Intersection.

The preliminary distribution of Adjusted Front Footage (AFF) per Zone is as follows:

	Zone 1 (All Parcels)	Zone 2 (Tweedy)	Zone 3 (Hollydale)	Zone 4 (Medians)
<b>Parcel Count</b>	15,675	118	29	19
<b>Adjusted Front Footage*</b>	837,920.21	7,493.65	1,884.00	7,210.10

\* The Adjusted Front Footage amount for Zone 1 includes AFF in Zones 2, 3, and 4. Amount might be slightly different from actual data due to rounding.

**Exempt Parcels** — Exempt parcels may include, but are not limited to, publicly owned lots or parcels used for a public function including public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, right-of-ways including greenbelts and parkways; utility right-of-ways;

common areas, public schools, park properties and other publicly owned properties that are part of the District Improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from the assessment.

#### **D. MAXIMUM ASSESSMENT**

In November 1996, voters of the State of California passed Proposition 218 that added Articles XIII C and XIII D to the California Constitution. Article XIII D requires certain noticing, balloting and meeting procedures for any new or increased assessment. Legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The Maximum Assessment rate for the District was established and has remained at \$2.3789 per adjusted front footage since 1993 and there is no escalation factor approved for increasing the Maximum Assessment rate. The Maximum Assessment establishes a limit on the assessment; however it does not restrict assessments to the maximum amount. If the budget and assessment for the Fiscal Year is less than or equal to the Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting procedures as required by Article XIII D. If the budget and assessments calculated require an increase greater than the Maximum Assessment, then the assessment is considered an increased assessment and would be subject to such balloting procedures.

### **IV. DISTRICT BUDGET**

#### **A. DESCRIPTION OF BUDGET ITEMS**

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the maintenance and servicing of the improvements for the entire Fiscal Year 2020/2021, commencing July 1, 2020 and ending June 30, 2021, including incidentals, which may include reserves to operate the District.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within the District is the total cost of maintenance and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

For the purpose of estimating costs for the maintenance and servicing, actual costs are used where possible. But where the improvements are new, or where actual maintenance experience is lacking, cost estimates will be used to determine costs, as follows:

### **Direct Costs:**

**Maintenance Costs/Labor** — Includes all contracted labor, material and equipment required to properly maintain the landscaping, irrigation and drainage systems within the District. All improvements within the District are maintained and serviced on a regular basis. The frequency and specific maintenance operations required within the District are determined by City Staff and is based on the proposed service level of the District.

**Utilities** — Includes utility costs for water required to irrigate landscaped areas and the utility costs for electricity required to run irrigation systems and lighting for the areas according to the proposed service level of the District.

**Repairs/Miscellaneous** — Includes the replacement of any materials and equipment needed to maintain the District. Also includes repairs that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, frost, etc. Also included may be planned upgrades that provide a direct benefit to the District. These upgrades could include replacing plant materials and/or renovation of irrigation or lighting systems.

### **Administration Costs:**

**City Administration** — The cost which is allocated for the City Administration staff and departments for labor, hours and support in order to maintain the districts well-being.

**District Administration** — The cost to all particular departments and staff of the City, for providing the coordination of District services and operations, response to public concerns and education, as well as procedures associated with the levy and collection of assessments. This item also includes the costs of contracting with professionals to provide any additional administrative, legal or engineering services specific to the District including any required notices, mailings or property owner protest ballot proceedings.

**County Administration Fee** — The cost to the District for the County to collect District assessments on the property tax bills. This charge is based on a fixed amount per parcel.

### **Levy Breakdown:**

**Reserve Collection (Transfer)** — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. The Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. Negative amounts shown for these budget items are transfers from the reserve fund that are used to reduce the Balance to Levy. The Reserve Fund eliminates the need for the City to transfer funds from non-District accounts.

**Revenue from Other Sources** — This is the amount of additional funds designated for use by the District that are not from District assessments. These funds are added

to the District account to reduce assessments, and may be from either non-District or District sources including City General Fund Contributions, interest earnings and contributions from the Gas Tax. Any funds indicated on this line will be shown as a negative number indicating a reduction in the amount to be levied and represent funds that do not have to be repaid.

**Balance to Levy** — This is the total amount to be levied and collected through assessments for the current Fiscal Year (for special benefits) or from other revenue sources (for general benefit). The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Account/Other Revenue Source adjustments. Only those costs related to the Improvements identified as special benefits are levied and collected on the tax roll.

#### **District Statistics:**

**Total Number of Parcels** — The total number of parcels within the District boundary.

**Total Parcels Levied** — The total number of parcels within the District that are assessed. Non-assessable lots or parcels may include parcels of land principally encumbered by public right-of-ways, easements, common areas, and/or parcels within the boundaries of the District that currently do not benefit from the improvements due possibly to development restrictions.

**Total Adjusted Front Footage (AFF)** — Adjusted Front Footage (AFF) is the frontage of a parcel, adjusted to take into consideration configuration, such as irregular or corner parcels, and condominium parcels. The Total AFF shown in the District Budget, (Section IV B), represents the sum of all parcels' AFF that receive special benefits from the improvements.

**Levy per AFF** — This amount represents the rate being applied to each parcel's Adjusted Front Footage. The Levy per Adjusted Front Footage is the result of multiplying the Total Adjusted Front Footage times the Rate for the Fiscal Year.

#### **Reserve Information:**

**Reserve Balance** — The Reserve Balance eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the Fiscal Year. The Reserve Balance allows the District to retain sufficient funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through January or February (when the County provides the City with the first installment of assessments collected from the property tax bills). Additional funds may be collected each year to ensure adequate operating funds are available or the funds may be used to reduce the Balance to Levy. Using reserve amounts in this way allows the Levy rate to remain fairly constant, although District costs may fluctuate. The Estimated Beginning Reserve Balance reflects the projected funds available at the beginning of the current Fiscal Year (based on the projected revenues and expenses from the prior Fiscal Year). The Estimated Ending Reserve Balance reflects the projected funds that are anticipated at the end of the current Fiscal Year (assuming all revenues and expenditures occur as budgeted).



## B. DISTRICT BUDGET FISCAL YEAR 2020/2021

BUDGET ITEMS	BUDGET AMOUNTS
<b>DIRECT COSTS</b>	
Employee Services	\$740,600
Supplies and Services	1,829,552
Capital Outlay	85,351
<b>Direct Costs (Subtotal)</b>	<b>2,655,503</b>
<b>ADMINISTRATION COSTS</b>	
City Administration Fee	148,027
District Administration	8,000
County Administration Fee	3,919
<b>Administration Costs (Subtotal)</b>	<b>159,946</b>
<b>LEVY BREAKDOWN</b>	
Total Direct and Admin. Costs	2,825,449
Reserve Collection (Transfer)	0
Revenue from Other Sources (Gas Tax)	0
Other Revenue/General Fund (Contribution)	(832,089)
<b>Amount to Levy*</b>	<b>\$1,993,360</b>
<b>DISTRICT STATISTICS</b>	
Total Number of Parcels	15,729
Total Parcels Levied	15,675
Total Adjusted Front Footage	837,820
Rate per AFF (Adjusted Front Foot)	\$2.3789
Maximum Rate per AFF	\$2.3789
<b>RESERVE INFORMATION</b>	
Beginning Reserve Balance	\$0
Reserve Fund Activity	\$0
Estimated Ending Reserve Balance	\$0

\* Amount to Levy is slightly off from the sum of the Levy Breakdown amounts due to rounding.

The proposed assessment per Adjusted Front Footage ("AFF") for Fiscal Year 2020/2021 is \$2.3789 per AFF, which has been rounded to the nearest ten thousandths.

**REPORT UPDATES:**

Fiscal Year 2020/2021, updates were made to the District Budget. These updates do not affect the amount to levy or the per parcel assessment rates.

**RECOMMENDED ACTIONS:**

- A. Adopt a Resolution approving the Engineer's Report for Maintenance District No.1 for Fiscal Year 2020/2021 which is necessary as a part of the subject proceedings; and
- B. Adopt a Resolution Initiating Annual Proceedings for the levy of the Fiscal Year 2020/2021 within Maintenance District No. 1

## **APPENDIX A - DISTRICT ASSESSMENT DIAGRAM**

A District Diagram has been prepared for the District in the format required by the 1972 Act, and is on file with the City Clerk, and by reference is made part of this Report. The Assessment Diagram is available for inspection at the Office of the City Clerk, during normal business hours.

## **APPENDIX B - 2020/2021 ASSESSMENT ROLL**

**Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor's Map for the year in which this Report is prepared.**

**Non-assessable lots or parcels include land principally encumbered by public or utility rights-of-way and common areas. These parcels will not be assessed.**

**A listing of parcels assessed within the District along with the proposed assessment amounts has been identified as "Fiscal Year 2020/2021 Assessment Roll", is on file with the City Clerk and is by reference made a part of this Report.**

**For Fiscal Year 2020/2021, estimated assessment amount for the District is \$1,993,380.05. This amount does not take into consideration parcel changes and delinquency rate of approximately 3.70% (based on Fiscal Year 2019/2020 first installment delinquency rate).**

**RESOLUTION NO. 2020-16-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH GATE, CALIFORNIA, DECLARING THE CITY'S  
INTENTION TO LEVY AND COLLECT ASSESSMENTS  
UNDER THE FISCAL YEAR 2020/2021 ANNUAL LEVY AND  
COLLECTION OF ASSESSMENTS WITHIN THE STREET  
LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT  
NO. 1, AND SETTING A PUBLIC HEARING FOR MAY 26,  
2020**

**WHEREAS**, the City Council of the City of South Gate, (City Council) previously formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, such special maintenance district known and designated as Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, on January 14, 2020, the City Council adopted Resolution No. 2020-01-CC initiating proceedings for the annual levy of the Fiscal Year 2020/2021 assessments and ordering preparation of an Engineer's Report for the District; and

**WHEREAS**, at this time the City Council desires to undertake proceedings to provide for the annual levy of assessments for the next fiscal year to finance the costs and expenses necessary to pay for the maintenance of the improvements in said Maintenance District; and

**WHEREAS**, the City Council has approved the Engineer's Report, as required by law, and is desirous of continuing with the proceedings for said annual levy;

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

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

**SECTION 2.**           The public interest and convenience requires, and it is the intention of this legislative body, to levy and collect assessments to pay the annual costs and expenses for the maintenance and/or servicing of such improvements, from those parcels which specially benefit from improvements described below from the above-referenced

Maintenance District, and said improvements are generally described as follows:

The operation, maintenance and servicing of the following improvements, all within existing public streets or public sidewalks of the City:

- A. Landscaping, ornamental vegetation, including trees, shrubs, irrigation systems and drainage facilities, together with appurtenances.
- B. Public lighting, street lighting improvements and traffic signals, together with appurtenances.

**SECTION 3.** Said works of improvements are of special benefit to the properties within the boundaries of said Maintenance District, which Maintenance District the legislative body previously declared to be the area benefited by said works of improvements, and for particulars, reference is made to the boundary map as previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and open for public inspection, and is designated by the name of this Maintenance District.

**SECTION 4.** The annual Engineer's Report, as preliminarily approved by the City Council, shall (pursuant to a separate Resolution adopted by the City Council) promptly be placed on file with the City Clerk, and shall thereafter be accessible for public inspection. Reference is made to Report for a full and detailed description of the improvements to be maintained, the boundaries of the Maintenance District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Maintenance District.

**SECTION 5.** All costs and expenses of the works of maintenance and incidental expenses have been apportioned and distributed to the benefiting parcels in accordance with the special benefits received from the proposed work. No assessments on any parcels within the Maintenance District are to be increased from those as levied for the last fiscal year.

**SECTION 6.** Notice is hereby given that a public hearing is hereby scheduled in the regular meeting place of this legislative body, being the Council Chambers of City Hall, located at 8650 California Avenue, South Gate, CA on the 26<sup>th</sup> day of May 2020 at 6:30 p.m.

At that time the legislative body will consider and finally determine whether to levy the proposed annual assessment, and to hear all protests relating to said proposed proceedings, or the estimate of the cost and expenses of the proposed maintenance, or the proposed annual assessment. Any and all persons interested may file a written protest prior to the conclusion of the hearing referred to herein or, having filed such a protest, may file a written withdrawal of that protest. A written protest must state all grounds of objection. A protest by a property owner must contain a description sufficient to identify the property owned by such person.

Any interested person may mail a protest to the following address:

City Clerk  
City of South Gate  
8560 California Avenue  
South Gate, CA 90280

To be considered by the legislative body, all protests must be received prior to the conclusion of the public hearing. A postmark prior to such date and time will not be sufficient.

**SECTION 7.** The City Clerk is hereby authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in the *Los Angeles Wave* newspaper, a newspaper of general circulation within the City of South Gate; said publication to be completed not less than ten (10) days prior to the date set for the public hearing.

**SECTION 8.** For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the person designated below:

Director of Public Works  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280


**SECTION 9.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED this 28<sup>th</sup> day of April 2020.**


**CITY OF SOUTH GATE:**

  
\_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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




**RESOLUTION CERTIFICATION PAGE**

**STATE OF CALIFORNIA        )**  
**COUNTY OF LOS ANGELES    )     SS**  
**CITY OF SOUTH GATE        )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2020-16-CC was adopted by the City Council at their Regular Meeting held on April 28, 2020, by the following vote:

Ayes:           Council Members:   Davila, Avalos, Diaz and Hurtado  
Noes:           Council Members:   None  
Absent:          Council Members:   None  
Abstain:        Council Members:   Rios

Witness my hand and the seal of said City on April 28, 2020.

  
\_\_\_\_\_  
Carmen Avalos, City Clerk  
City of South Gate, California

RECEIVED

# City of South Gate

Item No. 5

MAY 20 2020

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

## AGENDA BILL

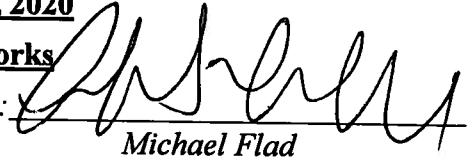
For the Regular Meeting of: May 26, 2020

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:


  
Michael Flad

**SUBJECT: AMERICANS WITH DISABILITIES ACT SELF EVALUATION AND TRANSITION PLAN, CITY PROJECT NO. 538-ARC**

**PURPOSE:** This item was continued from the regularly scheduled City Council meeting of March 24, 2020. The ADA Self-Evaluation and Transition Plan was developed pursuant to the requirements of Title II of the Americans with Disabilities Act (ADA). It is the required planning mechanism for compliance with its implementing regulations. It is recommended that the City Council re-open the public hearing and adopt the proposed ADA Self Evaluation and Transition Plan in compliance with Title II.

**RECOMMENDED ACTIONS:** Following the conclusion of a Public Hearing:

- a. Receive and file a presentation on the Americans with Disabilities Act Self Evaluation and Transition Plan (ADA Transition Plan); and
- b. Adopt the ADA Transition Plan.

 **FISCAL IMPACT:** The ADA Transition Plan recommends a total of \$28,444,670 in improvements over a 40-year period to comply with ADA requirements. The ADA Transition Plan includes a 10-year priority list that recommends \$8,934,670 in improvements such as curb ramps, transit and signalized intersections, sidewalks, City facilities, etc. It may be necessary to fund some of the improvements proposed in the plan with General Funds, local return funds, grant funds or other funds that may become available.

**NOTICING REQUIRMENTS:** Title II of ADA, 28 CFR, Part 35 [§ 35.105 Self-evaluation, (b)] requires a public entity to provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments. The public hearing meets this requirement, and was published in the *Los Angeles Wave* newspaper on March 12, 2020. Further outreach was conducted via City website and a survey/questionnaire for public input.

**ANALYSIS:** The ADA was originally enacted on July 26, 1990, as Public Law [101- 336 (42 U.S.C. Sec. 12101 et seq.)] and became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life to persons with disabilities. Title II of ADA, 28 CFR, Part 35 requires public entities to conduct a *self-evaluation* and certain public entities to prepare a *transition plan*. More specifically, Title II requires the following:

- § 35.105 *Self-evaluation*: This section requires a public entity to evaluate its current services, policies and practices, and to modify them, if necessary to comply with ADA requirements.
- § 35.150 Existing facilities: When structural changes to facilities are necessary to achieve

program accessibility, a public entity that employs 50 or more persons shall develop, within six months of January 26, 1992, a *transition plan* setting forth the steps necessary to complete such changes.

The transition plan must identify physical obstacles in facilities that limit accessibility to programs or activities to individuals with disabilities. It must describe the methods that will be used to make the facilities accessible. It must also specify the schedule for taking the steps necessary to achieve compliance. If the time period for achieving compliance set by the transition plan is longer than one year, the transition plan must identify steps that will be taken during each year of the transition period.

Under these sections, the City is required to conduct a self-evaluation and to prepare a transition plan. The ADA Transition Plan before the City Council meets these requirements. It was prepared by a specialty consultant to ensure compliance with Title II of ADA, 28 CFR Part 35 and its implementing regulations.

**BACKGROUND:** The proposed ADA Transition Plan is the City's planning document to ensure the City's services, policies, practices, programs and activities are accessible to persons with disabilities, and that public facilities meet physical access requirements for ADA. The proposed plan consist of the following:

- a) **ADA Self Evaluation Plan:** This section evaluates the City's services, policies, practices, programs and activities, and provides recommendations to comply with ADA.
- b) **Transition Plan:** This section identifies the physical barriers in public facilities that limit accessibility to services, programs and activities to individuals with disabilities. Examples of public facilities include buildings, parks, streets, intersections, crosswalks, pathways and curb ramps (Public Facilities). The transition plan includes a 40-year action plan to remove the physical barriers, with a 10-year priority list.
- c) **ADA Toolkit:** ADA requirements generally change over time. The ADA Transition Plan provides guidance for managing changing requirements.

Title II of ADA (§ 35.107 Designation of responsible employee and adoption of grievance procedures) requires a public entity that employs 50 or more persons to, (a) designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities, including any investigation of any complaint communicated to it alleging noncompliance, and (b) adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by this part. To comply with the first, the ADA Transition Plan designates ADA coordinators (Assistant City Manager/Director of Public Works, Deputy City Engineer and Engineering Technician). To comply with the second, a recommended grievance policy will be developed and presented to the City Council for approval at a future meeting. A sample policy for grievance procedures is included in the ADA Transition Plan. The ADA Coordinators will be responsible for coordinating investigations of ADA-related complaints and grievances.

The consultant will be providing the City with a project database. This will be utilized to facilitate ongoing monitoring and updating of the plan as actions are implemented and completed. The database will be compatible with GIS.

It is recommended that the City Council adopt the Americans with Disabilities Act Self Evaluation and Transition Plan. This proposed plan is on file with the City Clerk's Office for public review.

- ATTACHMENTS:**
- A. Proposed ADA Transition Plan (available for review at the City Clerk's Office) and on City Website
  - B. Notice of Public Hearing
  - C. ADA Program and Facility Users Survey Form

ES:lc

**CITY OF SOUTH GATE**  
**NOTICE OF PUBLIC HEARING**

Office of the  
South Gate City Clerk  
MAR - 9 2020  
**FILED**

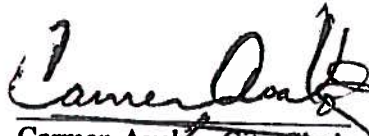
NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the adoption of the Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan, City Project No. 538-ARC, to protect qualified individuals with disabilities from discrimination on the basis of disability in the services, programs and activities of all local governments.

All cities with greater than 50 employees are legally required to comply with Americans with Disabilities Act (ADA) Title II (28CFR part 35) to actively plan for equal access for people with disabilities. A copy of the proposed Americans with Disabilities Act Self Evaluation and Transition Plan can be reviewed in the City Clerk's office during normal business hours.

DATE: Tuesday, March 24, 2020  
TIME: 6:30 p.m.  
LOCATION: Council Chambers  
South Gate City Hall  
8650 California Avenue  
South Gate, CA 90280

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

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated March 9, 2020.

  
Carmen Avalos, City Clerk

Publication date: Thursday, March 12, 2020

Account Number: 212-713-31-6101

**Survey for City of South Gate, CA**  
**Americans with Disabilities Act (ADA)**  
**Program and Facility Users Survey Form**

**The City is seeking input from agencies, organizations, and individuals with disabilities to help the City enhance accessibility to its facilities, programs, services and events.**

The City of South Gate is in the process of preparing their ADA Self Evaluation and Transition Plan which is required by Americans with Disabilities Act (ADA) Title II (28 CFR §35.105(a)). Your input will assist the City in improving its ability to serve the needs of people with disabilities and their families.

Please send completed forms to:

Email: [esaikaly@sogate.org](mailto:esaikaly@sogate.org)

Mail: City of South Gate Public Works  
8650 California Avenue  
South Gate, CA 90280

For any questions, please call: 323-563-9581

Thank you for your time and consideration.

Date (Optional): \_\_\_\_\_ Email address (Optional): \_\_\_\_\_

Address (Optional): \_\_\_\_\_

Name (Optional): \_\_\_\_\_ Phone (Optional): \_\_\_\_\_

Name of Facility or type of Program or  
Service you are providing input: \_\_\_\_\_

1. What is your relationship to the City of South Gate?
- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Resident   | <input type="checkbox"/> Employee                                      |
| <input type="checkbox"/> Visitor    | <input type="checkbox"/> Participant of a Program, Service or Activity |
| <input type="checkbox"/> Contractor | <input type="checkbox"/> Other   |

If other, please describe:

2. Check all program, services or activities in which you participate at the facility.
- |  |   |
|--|---|
| <input type="checkbox"/> Classes         | <input type="checkbox"/> Seminars         |
| <input type="checkbox"/> Recreation      | <input type="checkbox"/> Work (Volunteer) |
| <input type="checkbox"/> Meetings        | <input type="checkbox"/> Work (Employee)  |
| <input type="checkbox"/> Sporting Events | <input type="checkbox"/> Other            |

If other, please describe:

*City of South Gate ADA Program Accessibility Questionnaire*

3. Do you know who to contact if you need assistance, have a concern or complaint, or need an accommodation to access a facility, program, service or event: ☐ Yes ☐ No

If yes, who would you contact?

4. Have you ever requested an accommodation for a disability from the City? ☐ Yes ☐ No

5. If an accommodation was requested, was your request for accommodation made by the City? ☐ Yes  
☐ No  
☐ Don't know  
☐ Not Applicable

If yes, what accommodations were made? If no, were you given a reason why it was not provided?  
Please describe:

6. Have you requested auxiliary aids, an interpreter or specialized equipment? ☐ Yes ☐ No

If yes, what accommodations were made? If no, were you given a reason why it was not provided?  
Please describe:

7. Is information provided regarding accommodations, auxiliary aids (such as assistive listening systems, interpreters, alternate formats, specialized equipment, or assisted services, etc.)? ☐ Yes  
☐ No  
☐ Don't know

Please describe:

8. Have you experienced any non-accessible areas or programs? ☐ Yes ☐ No

*(Examples: no accessible parking spaces, difficulty reaching an accessible entrance, steep ramps, uneven sidewalks, stairs only to the facility, narrow doorways, protruding objects in the hallways, lack of assistive devices, missing or inappropriate signage, lack of interpreters, etc.)*

If yes, please describe:

9. Are you aware of any areas or elements of the facility that are not accessible to individuals with disabilities? ☐ Yes ☐ No



*City of South Gate ADA Program Accessibility Questionnaire*

If yes, please describe:

10. Are you aware of any programs, services or activities that are not accessible to individuals with disabilities?

☐ Yes  
☐ No  
☐ Don't know

If yes, please describe:

11. Have you attended any special events at the City?

☐ Yes ☐ No

- a. If yes, did you encounter and non-accessible areas?

☐ Yes  
☐ No  
☐ Don't know  
☐ Not Applicable

If yes, please describe event attended and the non-accessible area:

12. Is accessible seating provided for individuals with disabilities at meetings, classes, programs, etc. held at the facility?

☐ Yes  
☐ No  
☐ Don't know

If no, please describe:

13. Has the attitude of the staff of the City of South Gate towards you, or someone you know with a disability, been generally helpful, supportive, positive and proactive in solving accessibility issues?

☐ Yes  
☐ No  
☐ Don't know

Please describe:

14. What do you feel is the highest priority for accessibility in the City of South Gate?

**Encuesta para la Ciudad de South Gate, CA**  
**Ley de Estadounidenses con Discapacidades (ADA)**  
**Formulario de Encuesta de Usuarios del Programa y de la Instalación**

La Ciudad busca información de agencias, organizaciones, y personas con discapacidades que ayuden a la Ciudad a mejorar el acceso a sus instalaciones, programas, servicios y eventos.

La Ciudad de South Gate está en el proceso de preparar su Plan ADA de Auto Evaluación y Transición que es requerido por la Ley de Estadounidenses con Discapacidades (ADA) Titulo II (28 CFR §35.105(a)). La información que usted proporcione le asistirá a la Ciudad a mejorar su habilidad de cumplir con las necesidades de personas con discapacidades y sus familias.

Una vez completados, favor de enviar los formularios a:

Correo  
Eléctronico:

[esaikaly@sogate.org](mailto:esaikaly@sogate.org)

Domicilio:

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

Para cualquier pregunta, favor de llamar al: 323-563-9581

Gracias por su tiempo y consideración.

Fecha  
(Opcional): \_\_\_\_\_

Correo-Eléctronico  
(Opcional): \_\_\_\_\_

Domicilio  
(Opcional): \_\_\_\_\_

Nombre  
(Opcional): \_\_\_\_\_

Teléfono  
(Opcional): \_\_\_\_\_

Nombre de Instalación o tipo de Programa o  
Servicio para el cual usted está  
proporcionando información: \_\_\_\_\_

1. ¿Cuál es su relación con la  
Ciudad de South Gate?

☐ Residente

☐ Empleado

☐ Visitante

☐ Participante de un programa, servicio o  
actividad

☐ Contratista

☐ Otro

Si otro, favor de dar descripción:

*City of South Gate ADA Program Accessibility Questionnaire*

2. Marque todos los programas, servicios o actividades en las cuales usted participa en la instalación.

☐ Clases

☐ Recreación

☐ Juntas

☐ Eventos Deportivos

☐ Seminario

☐ Trabajo (Voluntario)

☐ Trabajo (Empleado)

☐ Otro

Si otro, favor de dar descripción:

3. ¿Sabe usted con quien comunicarse si necesita asistencia, tiene algún pendiente o queja, o necesita algún arreglo especial para tener acceso a una instalación, programa, servicio o evento? ☐ Sí ☐ No

¿Si su respuesta es sí, con quien se comunicaría?

4. ¿Alguna vez ha solicitado de la Ciudad algún arreglo especial por alguna discapacidad? ☐ Sí ☐ No

5. ¿Si se solicitó algún arreglo especial, fue el arreglo especial solicitado por la Ciudad?

☐ Sí

☐ No

☐ No Se

☐ No Se Aplica

¿Si sí, que arreglos especiales se hicieron? ¿Si no, se le dio a usted una razón porque no? Favor de dar descripción:

6. ¿Ha solicitado usted recursos auxiliares, un intérprete o equipo especializado? ☐ Sí ☐ No

¿Si sí, que arreglos especiales se hicieron? ¿Si no, se le dio a usted una razón de porque no? Favor de dar descripción:

7. ¿Se le ha proporcionado información acerca de arreglos especiales, recursos auxiliares, (tales como sistemas de asistencia de audición, intérpretes, formatos alternos, equipo especializado, o servicios de asistencia, etc.)? ☐ Sí ☐ No ☐ No Se

Favor de dar descripción:

8. ¿Ha experimentado usted algún problema con el acceso a alguna área o programa? ☐ Sí ☐ No

*(Ejemplos: Espacios de estacionamiento sin acceso, dificultad de alcanzar una entrada con acceso, rampas empinadas, banquetas/aceras desniveladas,*

City of South Gate ADA Program Accessibility Questionnaire

*únicamente escalones a las instalaciones, puertas o entradas angostas, objetos obstruyendo los pasillos, falta de aparatos de asistencia, falta de o letreros inapropiados, falta de intérpretes, etc.)*

Si sí, favor de dar descripción:

9. ¿Sabe usted de algunas áreas o elementos de las instalaciones que no tengan acceso para personas con discapacidades?

☐ Sí ☐ No

Si sí, favor de dar descripción:

10. ¿Sabe usted de algunos programas, servicios o actividades que no tengan acceso para personas con discapacidades?

☐ Sí  
☐ No  
☐ No Se

Si sí, favor de dar descripción:

11. ¿Ha asistido usted a algunos eventos especiales de la Ciudad?

☐ Sí ☐ No

¿Si sí, encontró usted alguna área sin acceso?

☐ Sí  
☐ No  
☐ No Se  
☐ No Se Aplica

Si sí, favor de describir el evento al que asistió y el área sin acceso:

12. ¿Se proporcionaron asientos accesibles para personas con discapacidades en juntas, clases, programas, etc. en las instalaciones?

☐ Sí  
☐ No  
☐ No Se

Si no, favor de dar descripción:

13. ¿Ha sido la actitud del personal de la Ciudad de South Gate hacia usted o hacia alguien que usted conoce con alguna discapacidad generalmente servicial, de apoyo, positiva o proactiva de resolver problemas de acceso?

☐ Sí  
☐ No  
☐ No Se

Favor de dar descripción:

14. ¿Cuál cree usted que es la mayor prioridad para la accesibilidad en la Ciudad de South Gate?

RECEIVED

MAY 19 2020

**City of South Gate**  
CITY COUNCIL

Item No. 6

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

3:10pm

AGENDA BILL

For the Regular Meeting of: May 26, 2020  
Originating Department: Community Development

Department Director:

  
Joe Perez

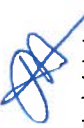
City Manager:

  
Michael Flad

**SUBJECT:** ORDINANCE NO. 2020-02-CC AMENDING TITLE 9 (BUILDINGS), OF THE SOUTH GATE MUNICIPAL CODE, IN ITS ENTIRETY BY ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA CODES OF REGULATIONS, TITLE 24 AND THE 2018 EDITION OF THE UNIFORM SOLAR ENERGY AND HYDRONICS CODES AND 2018 EDITION OF SWIMMING POOL, SPA AND HOT TUB CODES PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS

**PURPOSE:** During the Regular City Council Meeting of May 12, 2020, the City Council conducted a public hearing and introduced Ordinance No. 2020-02-CC adopting new State Building Codes mandated for enforcement on July 1, 2020. It is now before the City Council for adoption.

**RECOMMENDED ACTION:** Adopt Ordinance No. 2020-02-CC amending Title 9 (Buildings), of the South Gate Municipal Code, in its entirety by adopting by reference the 2019 Edition of the California Code of Regulations, Title 24 and the 2018 Edition of the Uniform Solar Energy and Hydronics Codes, and the 2018 Edition of Swimming Pool, Spa, Hot Tub Codes published by the International Association of Plumbing and Mechanical Officials, effective July 1, 2020.

 **FISCAL IMPACT:** It is estimated that the cost for the purchase of the 2019 California Building Standards Code books for the city staff will be \$9,000. This amount will be expended from funds included in the FY 2020-21 Budget (100-602-42-6340 and 100-602-42-6305).

**NOTICING REQUIREMENTS:** A public hearing notice for May 12, 2020 City Council meeting was published in *Long Beach Press-Telegram* on May 1, 2020. Information regarding the adoption of the 2019 California Building Code and local training opportunities are available at the Community Development/Building and Safety Division Website.

The new 2019 California Code of Regulations, Title 24 is available for review at California Building Standards Commission website: [www.dgs.ca.gov/BSC/Codes](http://www.dgs.ca.gov/BSC/Codes).

**ENVIRONMENTAL ASSESSMENT:** Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical

change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378), Title 14, California Code of Regulations, because adoption of the proposed Ordinances has no potential for resulting in a physical change to the environment, directly or indirectly.

**ANALYSIS:** In accordance with state law, the 2019 edition of the California Building Standards Code has been adopted by the State Building Standards Commission and published in the California Code of Regulations, Title 24.

State law mandates that California jurisdictions enforce the California Building Standards Code, effective July 1, 2020, for all new building constructions in California. While the California Building Standards Commission adopts building code standards to be used statewide, City Council action to adopt these codes at a local level is also part of the code adoption process. Adoption of these codes by the City allows for the inclusion of administrative provisions and limited amendments to the state codes. State law permits local jurisdictions to make modifications to the state codes that are reasonably necessary because of local conditions provided the City makes express findings that the changes are needed because of climatic, geologic or topographic conditions. The proposed Ordinance contains the adoption of these codes and administrative provisions for the enforcement of the codes. The Ordinance makes findings regarding local geographic, climatic and topographic conditions that make the amendments to the state codes reasonably necessary for building construction in the City.

Noteworthy changes in the 2019 California Building Standards Code include:

- Adding the California Fire Code for enforcement.
- Combining the California Existing Building Code, the California Historical Building Code and the California Referenced Standards Code into one code section.
- Newly constructed multiunit residential structures or residential portion of newly constructed mixed-use residential and commercial structures will be required to provide measurement of the quantity of water supplied to each individual unit by either individual water meters or submeters.
- An exception is provided for electric vehicle charging for Accessory Dwelling Units (ADU's and JADU's).
- In order to protect adjacent properties from fire in a building of considerable height when under construction, new provisions have been established to give authority to the fire code official to require a fire watch during those hours where no construction work is being done.
- Rooftop-mounted photovoltaic solar energy panels and modules are not permitted to be installed directly below emergency escape and rescue openings.

In accordance with state law, the 2018 edition of the Uniform Swimming Pool, Spa and Hot Tub Code and the 2018 edition of the Uniform Solar Energy and Hydronics Code was adopted by the State Building Standards and published by the International Association of Plumbing and Mechanical Officials.

Administrative provisions of the California Building Codes are adopted and include past amendments carried forward as recommended by the City's Building Official. Such amendments include provisions regarding permits, fees, inspections, completion of residential remodeling and Board of Appeals proceedings. The City has not made any amendments to building, residential,

plumbing and electrical codes for over ten years. A Summary of existing amendments carried forward are provided as Attachment B.

**BACKGROUND:** The State Codes have been subject to a series of major transformation since the 2001 International Code Council (ICC) model codes were introduced. The new State Code utilizes the most up to date code documents which have been developed through a national code development process. These construction codes include the California Building, Residential, Plumbing, Mechanical, Electrical, Energy, and Green Building Standards as well as other related codes.

Adoption of Ordinance No. 2020-02-CC incorporates the 2019 Edition of the California Building Standards Codes and the 2018 International Association of Plumbing and Mechanical Officials (IAPMO) codes which will keep the City's building regulations consistent with those of the State. They provide minimum standards to safeguard life or limb, health, property and public welfare. The proposed Ordinance is necessary to keep us in compliance with State regulations while allowing the City to properly address special local conditions.

**ATTACHMENTS:**

- A. Ordinance No. 2020-02-CC
- B. Summary of South Gate Amendments
- C. Significant Changes to the Building Codes
- D. Public Hearing Notice
- E. Outreach Information
- F. Advisories and Code Updates information



**ORDINANCE NO. 2020-02-CC**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, AMENDING TITLE 9 (BUILDINGS), OF THE SOUTH GATE  
MUNICIPAL CODE, IN ITS ENTIRETY BY ADOPTING BY REFERENCE THE  
2019 EDITION OF THE CALIFORNIA CODES OF REGULATIONS, TITLE 24 AND THE  
2018 EDITION OF THE UNIFORM SOLAR ENERGY AND HYDRONICS CODES, AND 2018  
EDITION OF SWIMMING POOL, SPA AND HOT TUB CODES PUBLISHED BY THE  
INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS,  
EFFECTIVE JULY 1, 2020**

**WHEREAS**, a duly noticed public hearing concerning this matter was held as required by law on May 12, 2020;

**WHEREAS**, in accordance with State law, the 2019 edition of the California Building Standards Code has been adopted by the State Building Standards Commission and published in the California Code of Regulations, Title 24. The new revisions to the California Building Standards Code are mandated for statewide enforcement effective as of July 1, 2020;

**WHEREAS**, the City of South Gate ("City") may amend its Municipal Code to adopt all or portions of the California Building Standards Code based on local geologic, climatic or topographic conditions. This Ordinance adopts the California Building Standards Code prescribed by state law, adopts amendments to those codes based on local conditions and adopts administrative provisions for the enforcement of the Building Codes. This Ordinance adopts findings that local conditions make changes to the California Building Standards Codes reasonably necessary for building occupancies in the City;

**WHEREAS**, State law mandates that California jurisdictions enforce the California Building Standards Code, effective July 1, 2020, for all new building construction in California;

**WHEREAS**, while the California Building Standards Commission adopts building code standards to be used statewide, City Council action to adopt these codes at a local level is also part of the code adoption process. Adoption by the City allows for the inclusion of administrative provisions and limited amendments to the state codes. State law permits local jurisdictions to make modifications to these state codes that are reasonably necessary because of local conditions, provided the City makes express findings that the changes are needed because of climatic, geologic or topographic conditions. This Ordinance adopts state codes, related administrative regulations for the enforcement of the codes, and amends portions of the codes based on local conditions within the City;

**WHEREAS**, the new State Building Standards Code have significant improvements from previous editions and will require training of Building and Safety Division staff, design professionals and contractors in coming months, which training is currently available through a number of professional associations including the International Code Council (ICC), the International Association of Plumbing and Mechanical Officials (IAPMO), the International Association of Electrical Inspectors (IAEI), and the California Building Officials (CALBO).

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

**SECTION 1.** Title 9 (Buildings), Chapter 9.01 (Building Administrative Code), Section 9.01.010 (Adoption by Reference of the California Building Administrative Code) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.01.010 Adoption by Reference of the California Administrative Code.**

Except as provided herein, the 2019 Edition of the State of California Administrative Code (California Code of Regulations, Title 24, Part 1), including any amendments and appendices thereof, as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Administrative Code of the City of South Gate” (“Administrative Code” herein). A copy of the 2019 Edition of the California Administrative Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**SECTION 2.** Title 9 (Buildings), Chapter 9.02 (Building Code), Section 9.02.010 (Adoption by Reference of the California Building Code), Section 9.02.020 (Violations and Penalties), and Section 9.02.030 (Amendments to Building Code) of the South Gate Municipal Code are hereby amended to read as follows:

**“9.02.010 Adoption by Reference of the California Building Code.**

Except as provided herein, the 2019 Edition of the State of California Building Code (California Code of Regulations, Title 24, Part 2) including **Appendix C, Group U; Appendix F, Rodentproofing; Appendix H, Signs; Appendix I, Patio Covers and Appendix J, Grading**, based in the **2018 International Building Code**, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “**the Building Code of the City of South Gate**” (“Building Code” herein). A copy of the 2019 Edition of the California Building Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.02.020 Violations and Penalties.**

Any person violating any of the provisions of the California Building Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Building Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**“9.02.030 Amendments to Building Code.**

Notwithstanding the provisions of Section 9.02.010, the 2019 Edition of the California Building Code is hereby amended by:

- A. Amending Subsection 103.1 (Creation of Enforcement Agency) of Section 103 (Division of Building and Safety) in its entirety to read as follows:

**Section 103.1 Creation of Enforcement Agency**

There is hereby established in the City of South Gate a Code Enforcement Agency. Said Code Enforcement Agency shall be the Division of Building and Safety under the direction of the Director of Community Development. The official in charge shall be the Building Official.

B. Amending Section 113 (Board of Appeals) in its entirety to read as follows:

“113 Appeal of the Building Officials’ Decision to the Board of Appeals.

113.1. Any applicant for a proposed modification of the Building Code who is denied such modification by the Building Official, or any person entitled to receive a Notice of Intent to issue a modification, may appeal the decision of the Building Official to the Board of Appeals, as established in Chapter 9.12. The decision of the Building Official shall be final if not appealed within ten (10) days after the date of written notice of a decision to reject the application, or after the date of the Notice of Intent, whichever is applicable.

113.2. In addition to the authority of the Board of Appeals as specified in Chapter 9.12, the Board of Appeals is hereby vested with the authority to approve modifications of the Building Code upon compliance with the procedures set forth below, and the adoption of a resolution setting forth the manner in which the following conditions have been met:

- (i) The reasonable interpretation of the Building Code is that it does not permit the proposed building activity;
- (ii) The proposed building activity cannot be accomplished by use of suitable alternate materials or methods of construction;
- (iii) The purpose of the Building Code requirement sought to be modified will not be substantially compromised by the proposed modification; and
- (iv) The requested modification will not compromise any requirements relating to fire protection or structural integrity.

113.3. Before the Board of Appeals may consider any application for modification of the Building Code as herein provided, twenty (20) days advance written notice of the hearing on such application shall be given to:

- (i) The last known address of all property owners who are indicated on the latest available assessment rolls as owning property within two hundred feet (200') of the exterior border of the property for which the modification is requested.
- (ii) The City Manager.
- (iii) The Director of Community Development.
- (iv) The Director of Public Works.
- (v) The City Attorney.
- (vi) The Los Angeles County Fire Protection District.”

C. Adding Subsection 107.6 (*Plan Review Fees*) of Section 107 (*Submittal Documents*) to read as follows:

“107.6 Plan Review Fees.

The plan review fees are separate fees from the permit fees specified in Section 107.2, and are in addition to the permit fees. The plan review fees shall be paid in accordance with the fee resolution of the South Gate Municipal Code.”

D. Amending **Appendix J (Grading)** in its entirety to read as follows:

**“GRADING**

**SECTION J101 - GENERAL**

#### J101.1 Title Reference to Code.

This Chapter shall be known as and may be cited as the “City of South Gate Excavation and Grading Code”.

#### J101.2 Grading Manual.

1. The Building Official shall formulate such rules, procedures, and interpretations as may be necessary or convenient to administer this Appendix J Grading. Such rules, procedures and interpretations shall be referred to as the “Grading Manual” and any amendments to it shall be approved by resolution of the City Council. Such Grading Manual shall be maintained in a current codified manner, by the Building Official, as same may be modified from time to time by the City Council.
2. In the event of any conflict between said Grading Manual and this Appendix J Grading, the provisions of this Appendix J Grading shall govern. The provisions of the said Grading Manual shall, to the extent that they are made conditions of any permit by the Building Official, be binding on the permittee.

#### J101.3 Purpose and Intent.

It is the intent of this Appendix J Grading to safeguard life, limb, property, and the public welfare by regulation of grading on private property in the City of South Gate.

#### J101.4 Scope.

This Appendix J Grading sets forth rules and regulations to control excavation, grading, and earthwork construction, including fills and embankments, and establishes administrative requirements for issuance of permits and approval of plans and inspection of grading construction in accordance with the requirements for excavation and grading as contained in the Building Code of the City of South Gate as adopted and modified by City ordinance.

### SECTION J102— DEFINITIONS

1. Approval shall mean a written engineering or geological opinion by the responsible engineer, geologist of record or responsible principal of the engineering company concerning the progress and completion of the work unless it specifically refers to the Building Official.
2. Approved plans shall mean the current grading plans which bear the stamp of approval of the Building Official.
3. Approved testing agency shall mean a facility whose testing operations are controlled and monitored by a registered civil engineer and which is equipped to perform and certify the tests required by this Appendix J Grading, or the Grading Manual, as determined by the Building Official. This determination may be appealed to the Board of Appeals.
4. Borrow is earth material acquired from an off-site location for use in grading on a site.
5. Building Official is the person designated as same by the City Council of the City or South Gate, or the designate of such individual.

6. Civil engineer shall mean a professional engineer registered in the State of California to practice in the field of civil engineering.
7. Civil engineering shall mean the application of the knowledge of the forces of nature, principles of mechanics and the properties of materials for the evaluation, design, and construction of civil works for the beneficial uses of mankind.
8. Clearing, brushing, and grubbing shall mean the removal of vegetation (grass, brush, trees, and similar plant types) by mechanical means.
9. Compaction is the densification of a fill by mechanical means.
10. Commercial coach is a vehicle with or without motive power, designed and equipped for human occupancy for industrial, professional or commercial purposes, and shall include a trailer coach.
11. Earth material is any rock, natural soil or fill and/or any combination thereof.
12. Engineering geologist shall mean a geologist certified in the State of California to practice engineering geology.
13. Engineering geology shall mean the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.
14. Erosion is the wearing away of the ground surface as a result of the movement of wind, water, and/or ice.
15. Erosion control system is a combination of desilting facilities, and erosion protection, including effective planting, to protect adjacent private property, watercourses, public facilities and receiving waters from an abnormal deposition of sediment or dust.
16. Excavation is the mechanical removal of earth material.
17. Fill is a deposit of earth material placed by artificial means.
18. Grade shall mean the vertical location of the ground surface.
19. Natural grade is the ground surface unaltered by artificial means.
20. Existing grade is the ground surface prior to grading.
21. Rough grade is the stage at which the grade approximately conforms to the approved plan.
22. Finish grade is the final grade of the site which conforms to the approved plan.
23. Grading is any excavating or filling or combination thereof.



24. Grading contractor is a contractor licensed and regulated by the State of California who specializes in grading work or is otherwise licensed to do grading work.
25. Grading permit is an official document or certificate issued by the Building Official authorizing grading activity as specified by approved plans and specifications.
26. Mobile home means a structure, transportable in one or more sections, designed and equipped to contain not more than two (2) dwelling units to be used with or without a foundation system. Mobile home does not include recreational vehicle, commercial coach, or factory-built housing.
27. Owner is any person, agency, firm, or corporation having a legal or equitable interest in a given real property.
28. Precise grading permit is a permit that is issued on the basis of approved plans which show the precise structure location, finish elevations, and all on-site improvements.
29. Preliminary grading permit is a permit that is issued on the basis of approved plans which need not show a structure location but must show interim building pad drainage to the degree required by the Building Official.
30. References. Unless indicated otherwise, or as reasonably appears from the context, references in this Appendix J Grading to the civil engineer, the soil engineer, the geologist, and the engineering geologist refer to the professional person(s) preparing, signing, or approving the project plans and specifications which comprise the approved grading plan, and which professional person appears of record pursuant to Subsections J105.1 through J105.6 or his successor appearing pursuant to Subsection J114.4.
31. Site is any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.
32. Slope is an inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.
33. Soil is naturally occurring surficial deposits overlying bedrock.
34. Soil engineer is a civil engineer duly registered in the State of California whose field of expertise is soil mechanics.
35. Soil engineering shall mean the application of the principles of soil mechanic in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection and testing of the construction thereof.
36. Special inspector is an inspector duly licensed by the Building Official to perform inspection of asphalt concrete placement and related construction work or other grading related work approved by the Building Official.



### J103.1 Grading Permits.

No person shall conduct any grading, clearing, brushing, or grubbing on natural or existing grade that is preparatory to grading, without first having obtained a grading permit from the Building Official. Exceptions to this requirement are as follows or as otherwise determined by the Building Official:

1. An excavation below finished grade for basements and footings of a building, mobilehome, retaining wall, or other structure authorized by a valid building permit or construction permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet (5') after the completion of such structure. This shall not prohibit a minimum fee grading permit or soil or geologic report from being required for foundation design and inspection purposes when, in the opinion of the Building Official, stability or flooding considerations warrant such inspection.
2. Cemetery graves.
3. Refuse disposal sites controlled by other regulations.
4. Earthwork construction regulated by the federal, state, county, or city governments, or by any local agency as defined by Government Code Sections 53090 through 53095 (special districts). Pipeline or conduit excavation and backfill conducted by local agencies or public utilities. Earthwork construction performed by railway companies on their operating property. This exemption, however, shall apply only when the earthwork construction takes place on the property, or dedicated rights-of-way or easements of the above agencies.
5. Excavation and backfill for installation of underground utilities by public utilities or companies operating under the authority of a franchise or public property encroachment permit.
6. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressures upon any adjacent or contiguous property.
7. Exploratory excavations under the direction of soil engineers or engineering geologists, provided all excavations are properly backfilled. All such excavations and trenches are subject to the applicable Sections of Title 8 of the State Orders, Division of Industrial Safety.
8. An excavation which does not exceed fifty cubic yards (50 c.y.) on any one site and which:
  - (1) is less than two feet (2') in vertical depth, or
  - (2) which does not create a cut slope greater than five feet (5') in vertical height and steeper than one and one-half (1½) horizontal to one (1) vertical [1½:1].

9. A fill less than one foot (1') in depth placed on natural grade with a slope flatter than five (5) horizontal to one (1) vertical [5:1], which does not exceed fifty cubic yards (50 c.y.) on any one (1) lot and does not obstruct a drainage course.
10. A fill less than three feet (3') in depth, not intended to support structures or mobilehomes, which does not exceed fifty cubic yards (50 c.y.) on any one (1) lot and does not obstruct a drainage course.

#### J103.2 Grading Permit, Paving.

No person shall construct pavement surfacing on natural or existing grade for the purpose of a private road or commercial, industrial or multi-residential parking lot or travelway without a valid grading permit unless waived by the Building Official or a separate improvement plan for such paving is approved and signed by an authorized city official. Resurfacing or maintenance of paved surfaces shall be exempt from this requirement.

#### J103.3 Grading Permit, Watercourse Alteration.

No person shall alter an existing watercourse, channel, or revetment by excavating, or placing fill, rock protection or structural improvements without a valid grading permit unless waived by the Building Official or performed as interim protection under emergency flood fighting conditions.

#### J103.4 Excavation Blasting Permit.

No person shall possess, store, sell, transport or use explosives or blasting agents to do any excavation without a permit from the Los Angeles County Fire Department.

#### J103.5 Types of Grading Permits.

1. Either a preliminary grading permit or a precise grading permit may be issued for grading work upon completion of an application in accordance with Subarticle 5 of the Grading Manual and approval by the Building Official. The preliminary or precise grading permit is the option of the permittee provided that the plans satisfy the requirements of Sub article 5 of the Grading Manual.
2. Building permits may be issued for a site graded under a valid precise grading permit upon completion and approval of rough grade inspection as specified in Subsection **J114.5.1** (*Site Inspection by the Building Official*) of this **Appendix J Grading**.
3. Building permits shall not be issued for a site graded under a preliminary grading permit until a new precise grading permit has been issued and the provisions of Subparagraph 2 above have been satisfied.

### SECTION J104 — ORGANIZATION AND ENFORCEMENT

#### J104.1 Powers and Duties of the Building Official.

1. The provisions of Subsection 104.2 (Duties and Powers of Building Official) of Appendix Chapter 1 (Administration) of the Building Code shall apply to grading construction work.
2. Stop Orders.

Whenever any building or grading work is being done contrary to the provisions of this Appendix J Grading or the Grading Permit, the Building Official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall forthwith stop such work until authorized by the Building Official to proceed with the work.

#### J104.2 Violations and Penalties.

1. It shall be unlawful for any person, firm or corporation to do grading in the City of South Gate, or cause the same to be done, contrary to or in violation of any of the provisions of this Appendix J Grading.
2. The issuance of a building permit, performance of building permit inspections, or issuance, of a certificate of use and occupancy may be withheld for property on which a violation of the provisions of this Appendix J Grading exist, including work performed not in accordance with approved plans, until such violation has been corrected to the satisfaction of the Building Official.
3. Any person, firm, or corporation violating any of the provisions of this Appendix J Grading shall be deemed guilty of a misdemeanor and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Appendix J Grading is committed, continued, or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than five hundred dollars (\$500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

#### J104.3 Hazardous Conditions.

1. Hazardous conditions exist when the state of any natural ground, natural slopes, excavation, fill or drainage device, all of which exist on private property, is a menace to life or limb, or a danger to public safety, or endangers or adversely affects the safety, useability or stability of adjacent property, structures, or public facilities.
2. The Building Official may examine or cause to be examined every condition reported as hazardous as set forth in Subparagraph 1 above.
3. Notice of Hazardous Conditions.  
In any case where a hazardous condition is found by the Building Official, he shall give notice, setting forth the finding to all owners of the property affected by the hazardous condition, authorized representative of the owners or a permittee under any active permit which gives permittee control of the property issued pursuant to this Appendix J Grading hereinafter referred to as "owner", of such required corrective work. The notice may state the time and place of a hearing to be held if the owner fails to comply with any demand for corrective work or reports. The purpose of the hearing would be for the presentation of evidence concerning the hazardous conditions and demand for corrective work or submission of reports. The notice shall set forth the right of the owner to be present at the hearing, at his option, and introduce such relevant evidence on the issues as he desires. If the time and place of any hearing scheduled for the presentation of evidence is not included in the initial notice(s), it shall be included in a subsequent notice.
4. Evidence.

At the time and place so specified for the hearing, evidence shall be submitted as to the facts of any condition as to reasonably establish its existence, and the Building Official or his designee, as Hearing Officer, shall determine whether the facts presented reasonably establish the existence of a hazardous condition to the satisfaction of the Hearing Officer. Evidence may further be submitted as to the work or reports considered necessary to correct or determine work to correct said hazard.

5. Order, Finality and Appeal.

If the Hearing Officer determines the existence of a hazardous condition, he shall determine whether such hazards are subject to corrective work and/or the need for more analysis through the preparation of reports and shall order such work or reports and specify a completion time.

(1) Finality of order.

The determination and order may be made orally at the hearing and shall be written and transmitted to the owner within a reasonable time. The determination and order shall become final within five (5) days, excluding Saturdays, Sundays and holidays, from the time it is first rendered in the event that the owner was not present at the hearing, within five (5) days of the mailing of the order to the last known address of said owner.

(2) Appeal.

The owner may, at any time prior to the determination and order becoming final, appeal in writing the decision of the Hearing Officer to the Board of Appeals. The Board of Appeals shall fix a time and place and hold a hearing, consider the evidence and make a determination as set forth in Subsection J104.4. The order of the Board of Appeals shall be immediately final.

6. Completion of Work.

The owner shall, following the finality of the determination and order of the Hearing Officer, or if appealed, the determination and order of the Board of Appeals commence the corrective action ordered or preparation of reports and such work or submissions shall be completed within the specified time.

7. Failure to Complete Work.

If the owner neglects or fails to complete the corrective work or submit the reports ordered by the Hearing Officer or Board of Appeals within the specified time, the Building Official may:

(1) Cause the work to be performed or reports to be prepared, or

(2) Advise the owner of the need for corrective work and warn him/her that in the absence of such corrective work, subsequent future hazards may occur which could result in an order to vacate the premises. Nothing in this subsection shall be construed to limit the type of remedy or relief which the Building Official may have under any other provision of law.

8. Costs.

Costs incurred by the City to perform any corrective work or prepare reports under Subparagraph 7 above shall be charged to the owner. The Building Official may apply to the City Council to cause the costs to be paid and levied as a special assessment against the property and collected in a manner provided for special assessments.

9. Vacation of Property.

If necessary, the notice and order in Subparagraphs 3 or 5 above shall include the requirement that the property, a portion thereof or adjacent sites be vacated within a specified time, in the interest of public safety, pending the finality of any determination and order or completion of corrective work.

The Building Official shall cause the property to be posted at conspicuous locations with a notice containing at least the following:

UNSAFE TO OCCUPY  
DO NOT ENTER

Building Official, City of South Gate  
Date Posted

[Said posted notice may also contain the date, time and place of the hearing and the name, address and telephone number of the office or Building Official where additional information may be obtained.]

Such posted notices shall remain posted until any necessary corrective work is completed. Such posted notices shall not be removed without written permission of the Building Official, and no person shall enter the property except for the purpose of making the required corrections or preparing reports.

10. Service of Notices.

The notices and order required by Subparagraphs 3 and 5 above may be served either:

- (1) By mailing a copy by certified mail, return receipt requested, to the owner's address as designated on papers, applications, or permits on file with the Building Official; or
- (2) By personally delivering a copy to the owner's address as designated on papers, applications or permits on file with the Building Official; or
- (3) If the owner is absent from his place of residence and from his usual or designated place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy by certified mail, return receipt requested, addressed to the owner or authorized representative at his place of residence; or
- (4) If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then by affixing a copy in a conspicuous place on the property, building, or structure and also delivering a copy to a person there residing, if any, or to the person in charge if any; and also sending a copy by certified mail, return receipt requested, addressed to the owner at the place where the property,

building or structure is situated, or to the owner at his last known or designated address, or both.

#### J104.4 Appeals.

1. The City Council shall have the power, upon an appeal by the owner, agent in control or permittee under permit issued pursuant to this Appendix J Grading, to reverse, modify, or otherwise alter the determinations and orders of the Building Official made pursuant to the procedures authorized in Subsection J104.3 (*Hazardous Conditions*) of this Appendix J Grading, under such rules and regulations as the City Council may, from time to time, adopt. The Building Official shall not participate in the decision of the City Council in such cases.
2. The City Council's decision on an appeal shall be furnished in writing to the appellant and to the Building Official, and all such decisions shall be final immediately.

### SECTION J105 — GRADING PERMIT REQUIREMENTS

#### J105.1 Permits Required.

Except as exempted in Subsection J103.1 (*Grading Permits*) of this Appendix J Grading, no person shall conduct any grading or clearing, brushing, or grubbing on natural grade or existing grade that is preparatory to grading, without first obtaining a grading permit from the Building Official. A separate permit shall be required for each site and may cover both excavations and fills.

#### J105.2 Application.

1. To obtain a grading permit, the applicant must first file an application in writing on a form furnished by the Building Official.

The permit application shall be accompanied by information required by the Building Official and as specified in Subarticle 5 of the Grading Manual.

2. Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation and plans submitted for checking may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. In order to renew action for an application after expiration, the applicant shall resubmit plans and pay a new plan check fee.

#### J 105.3 Plans and Specifications.

1. Each application for a grading permit shall be accompanied by plans and specifications prepared by a California registered civil engineer, and supporting data consisting of soil engineering and engineering geology reports when required by the Building Official, as specified in Subsection J105.5 (*Soil Engineering and Engineering Geology Report*) of this Appendix J Grading.
2. Plans and specifications for earthwork projects shall be prepared and signed by a California registered civil engineer.



#### J105.4 Information on Plans and Specifications.

Grading plans and specifications shall be prepared in accordance with the grading requirements of Subsection J114.2.1 (*Grading Requirements*) of this Appendix J Grading and Subarticle 5 of the Grading Manual.

#### J105.5 Soil Engineering and Engineering Geology Reports.

A soil engineering and engineering geology report shall be required on grading projects, unless otherwise waived by the Building Official. The reports shall include information appropriate for the site including boring logs, mitigation recommendations and any information required by the Building Official. If soil indicates contamination, recommendations for mitigation and work shall be borne by the owner. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plans or specifications.

#### J105.6 Issuance, Expiration and Renewal.

1. Every permit issued shall be valid for a period of two (2) years from the date of issuance.
2. Every permit issued shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one-hundred eighty (180) days from the date of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one-hundred eighty (180) days.
3. The time limitations and provisions of Subsection 105.5 (Expiration) of Appendix Chapter 1 (Administration) of the Building Code are applicable to grading permits, except as stated in Subparagraphs (1) and (2) below:
  - (1) A permit issued hereunder shall expire upon a change of ownership if the grading work thereon, for which said permit was issued, has not been completed, and a new permit shall be required for the completion of the work. If the time limitations of Subparagraphs 1 and 2 above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, fees based on the valuation of the additional work, additional yardage and necessary plan checking as provided for in Subarticle 6 of the Grading Manual shall be charged to the permit applicant.
  - (2) The Building Official may extend the one-hundred eighty (180) day expiration time limit on permits not to exceed two (2) successive periods of one-hundred eighty (180) days each upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.
4. The Building Official may require that grading operations and project designs be modified if delays occur which incur weather-related problems not considered at the time the permit was issued, and further subject to the provisions of Subsection 105.7 (*Denial of Permit*) of this Appendix J Grading.
5. If the permittee presents satisfactory reasons for failure to continue or begin the work within the period specified in Subparagraph 2 above, the Building Official, upon receiving

a written request, may grant an extension of time as specified in Subparagraph 3(2) above without additional fees, provided that:

(1) No changes have been made in the original plans and specifications for such work.

(2) Suspension or abandonment has not exceeded one (1) year.

Such request for extensions must be submitted no later than the sixtieth (60th) day following the date on which said permit would otherwise expire. If the permittee fails to request an extension within the time provided, the Building Official may renew the grading permit for a fee of one-half ( $\frac{1}{2}$ ) the amount required for the original permit provided no changes have been made in the original plans and specifications for such work.

6. If the permittee is unable to complete the work by the end of a two (2) year period, the Building Official may renew the grading permit on an annual basis for a fee of one-half ( $\frac{1}{2}$ ) the amount required for the original permit for such work, provided no changes have been made in the original plans and specifications for such work.

#### J105.7 Denial of Permit.

1. The Building Official shall not issue a permit in any case where he finds that the work as proposed by the applicant is liable to constitute a hazard to property or result in the deposition of debris on any public way or interfere with any existing drainage course. If it can be shown to the satisfaction of the Building Official that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices or by other means, the Building Official may issue the permit with the condition that such work be performed.
2. If, in the opinion of the Building Official, the land area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or sufficiently reduce the hazard to human life or property, the Grading Permit and the Building Permits for habitable structures shall be denied.
3. The Building Official may require plans and specifications to be modified in order to mitigate anticipated adverse environmental effects of proposed grading projects. The Building Official may, under circumstances where the significant adverse environmental effects of a proposed grading project cannot be mitigated, deny the issuance of a grading permit.
4. The Building Official may require plans and specifications to be modified in order to make them consistent with the City's General Plan, Specific Plans, Zoning Code or other rules, regulations, or conditions applicable to the project. The Building Official may deny the grading permit if the proposed project cannot be designed in accordance with these rules, regulations or conditions.

#### J105.8 Time of Grading Operations.

Grading and equipment operations within one-half ( $\frac{1}{2}$ ) mile of a structure for human occupancy shall not be conducted between the hours of 8:00 p.m. and 7:00 a.m. nor on Sundays and federal holidays. The Building Official may, however, permit grading or equipment operations during

specific hours after 8:00 p.m. or before 7:00 a.m. or on Sundays and federal holidays if the Building Official determines that such operations are not detrimental to the health, safety, or welfare of the inhabitants of such a structure. Permitted hours of operation may be shortened by the Building Official's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community. However, no permit that has been issued, nor any provision of this Section **J105** shall be construed to be a waiver of the applicability of the provisions set forth in City Ordinances noise control.

#### J105.9 Responsibility of Permittee.

It shall be the responsibility of the permittee to be knowledgeable of the conditions and/or restrictions of the grading permit as outlined in applicable sections of this **Appendix J Grading**, the Grading Manual, and as contained on the approved grading plans and in the approved soil and geology reports. The permittee shall also be responsible to maintain in an obvious and accessible location on the site, a copy of the grading plans bearing the stamp of approval by the Building Official.

#### J105.10 Protection of Adjoining Property.

Each adjacent owner is entitled to the lateral and subjacent support which his land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement as provided by law. Section 832 of the California Civil Code is contained in Appendix G of the Grading Manual.

#### J105.11 Import and Export of Earth Material.

Where earth for the project site is moved on public roadways from or to the site of an earth grading operation, all the following requirements shall apply:

1. Either water or dust palliative or both must be applied for the alleviation or prevention of excessive dust resulting from the loading or transportation of earth from or to the project site on public roadways. The permittee shall be responsible for maintaining public rightsof-way used for handling purposes in a condition free of dust, earth, or debris attributed to the grading operation.
2. Loading and transportation of earth from or to the site must be accomplished within the limitations established in Subsection J105.8 (*Time of Grading Operations*) of this Appendix J Grading.
3. Access roads to the premises shall be only at points designated on the approved grading plan.
4. The last fifty feet (50') of the access road, as it approaches the intersection with the public roadway, shall have a grade not to exceed three percent (3%). There must be three hundred feet (300') clear, unobstructed sight distance to the intersection from both the public roadway and the access road. If the three hundred feet (300') sight distance cannot be obtained, flagmen shall be posted.
5. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the entrance of the access road to the public roadway.

6. An advance warning sign must be posted on the public roadway four hundred feet (400') on either side of the access intersection, carrying the words "truck crossing". The sign shall be diamond shape, each side being thirty inches (30") in length, shall have a yellow background, and the letters thereon shall be five inches (5") in height. The sign shall be placed six feet (6') from the edge of the pavement and the base of the sign shall be five feet (5') above the pavement level. The advance warning sign shall be covered or removed when the access intersection is not in use.

## SECTION J106 — FEES

### J106.1 Grading Plan Check Fees.

Before accepting a grading permit application and plans and specifications for checking, the Building Official shall collect a plan-checking fee as approved by resolution of the City Council and as provided in Subarticle 6 of the Grading Manual.

### J106.2 Grading Permit Fees.

1. A fee for each grading permit shall be paid to the Building Official prior to issuance of a grading permit as approved by resolution of the City of South Gate and as provided in Subarticle 6 of the Grading Manual.
2. Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this Appendix J Grading, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. A violation shall result in an assessment of double permit fees for work done prior to permit issuance. Payment of a double fee shall not relieve any person from fully complying with the requirements of this Appendix J Grading nor from any other penalties prescribed herein.
3. Additional fees approved by resolution of the City Council and contained in Subarticle 6 of the Grading Manual shall be paid as required to the Building Official.

### J106.3 Cost Recovery Fees.

If the Building Official performs emergency work on private property, he shall charge the property owner all direct and indirect costs which are necessary to complete the work to his satisfaction. In addition, the Building Official may charge a mobilization cost equal to ten percent (10%) of the cost for performing the work.

## SECTION J107 — BONDS

### J107.1 Bonds Required.

A grading permit shall not be issued unless the permittee shall first post with the Building Official a bond executed by the owner and a corporate surety authorized to do business in the State of California as a surety in an amount specified in Subarticle 7 of the Grading Manual. The bond is required to assure that the work, if not completed in accordance with approved plans and specifications, will be corrected to eliminate hazardous conditions. Nothing herein shall be interpreted to require the permittee to post a bond to insure the correction of hazardous wastes or toxic contaminants which may be discovered on or in the soil. This requirement may be waived at the discretion of the Building Official if it is determined that:

1. No hazardous situation is likely to occur as a result of incomplete or improper grading, or
2. No adverse effect is likely to occur to subject property, adjacent property or an existing or proposed structure thereon as a result of incomplete or improper grading, or
3. No significant drainage, erosion, flooding or siltation problems will exist as a result of incomplete or improper grading, or
4. No conditions of the permit warrant a financial guarantee to assure their satisfactory completion.

#### J107.2 Continuing (Blanket) Bond or Single Letter or Credit.

On development where progressive individual grading projects or several concurrent projects are being constructed by one owner, a continuing (blanket) bond or single letter or credit which will cover all such projects may be accepted and the amount determined by the Building Official.

#### J107.3 Additional Cash Bond.

An additional cash bond in an amount determined by the Building Official may be required to ensure the completion of finish grading under the permit as a condition of occupancy and energizing utilities. A bond in an amount determined by the Building Official may be required for permits involving temporary earthen stockpiles to ensure their timely removal.

#### J107.4 Failure to Complete Work.

In the event of failure to comply with all of the conditions and terms of the permit, the Building Official may order the work authorized by the permit to be completed or put in a safe condition to the Building Official's satisfaction. The surety executing such bond or deposit shall continue to be firmly bonded under a continuing obligation for the payment of all necessary costs and expenses that may be incurred or expended in causing any and all such work to be done. In the case of a cash deposit, said deposit or any unused portion thereof, shall be refunded to the permittee.

#### J107.5 Default in Performance of Conditions.

Whenever the Building Official finds or determines that a default has occurred in the performance of any requirement of a condition of a permit, written notice thereof shall be given to the principal and when applicable, to the surety on the bond. Such notice shall specify the work to be done, the estimated cost thereof and the period of time deemed by the Building Official to be reasonably necessary for the completion.

After receipt of such notice, the surety shall, within the time specified, cause or require the work to be performed, or failing therein, shall pay over to the Building Official the estimated cost of doing the work as set forth in the notice. Upon receipt of such monies the Building Official may cause the required work to be performed and completed. The surety shall pay the Building Official actual costs in excess of the estimate amount plus a mobilization charge specified in Subsection J10.6.3 (*Cost Recovery Fees*) of this Appendix Chapter J Grading.



#### SECTION J108 — CUTS

Cut slopes shall be no steeper than two (2) horizontal to one (1) vertical [2:1] unless otherwise recommended in the soil engineering or engineering geology report and approved by the Building Official. The slope of cut surfaces shall be no steeper than is safe for the intended use.

#### SECTION J109 — FILLS

1. Unless otherwise approved by the Building Official and recommended in the approved soil engineering report, fills shall conform to Subarticle 9 of the Grading Manual. The provisions therein may be waived for minor fills not intended to support structures upon written request by the applicant on a form prescribed by the Building Official.
2. The Building Official may require that the soil tests or testing be performed by an approved testing laboratory.
3. Fill slopes shall be no steeper than two (2) horizontal to one (1) vertical [2:1] unless otherwise recommended in the soil engineering report and approved by the Building Official. The slope of fill surfaces shall be no steeper than is safe for the intended use.

#### SECTION J110 — SETBACKS

The setbacks and other restrictions specified by Subarticle 10 of the Grading Manual are minimum and may be increased by the Building Official or by the recommendation of a civil engineer, soil engineer or engineering geologist, if necessary for safety and stability or to prevent damage to structures or adjacent properties from sediment deposition, erosion, water runoff of the slopes or to provide access for slope and drainage structure maintenance. The minimum setback may be reduced only in special circumstances where stability is proven to the satisfaction of the Building Official by the soil engineer or engineering geologist and other factors are of primary importance.

#### SECTION J111 — DRAINAGE AND TERRACING

Drainage facilities shall conform to the provisions of Subarticle 11 of the Grading Manual unless otherwise approved by the Building Official and delineated on the approved grading plan.

#### SECTION J112 — ASPHALT CONCRETE PAVEMENT

Asphalt concrete pavement for surfacing of parking lots, private streets or other similar use shall conform to the provisions of Subarticle 12 of the Grading Manual unless otherwise approved by the Building Official.

The site engineer or special inspector shall inspect the construction of asphalt paved areas and verify to the Building Official that the work has been performed in compliance with the provisions of this Section J112.

#### SECTION J113 — EROSION CONTROL

##### J113.1 Erosion Control System.

1. The faces of cut and fill slopes and project site shall be prepared and maintained to control against erosion in accordance with this Section J113. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted upon approval by the Building Official.



2. Where necessary, temporary and/or permanent erosion control devices such as desilting basins, check dams, riprap or other devices or methods, as approved by the Building Official, shall be employed to control erosion and provide safety during the rainy season from October 15 to April 15.
3. No grading work in excess of two hundred cubic yards (200 c.y.) will be allowed between October 15 and April 15 on any single grading site under permit unless an erosion control system has been approved or waived by the Building Official.
4. Paved streets, sidewalks, and other improvements shall be maintained in a neat and clean condition free of loose soil, construction debris and trash. Street sweeping or other equally effective means shall be used on a regular basis to prevent storm flows from carrying sediment and debris outside the project boundaries. Watering shall not be used to clean streets except for fine material not otherwise removed by sweeping or other mechanical means.
5. The civil engineer or other qualified individual who prepared the grading plan and designed the erosion control devices shall be responsible for inspection and modification of the devices, as necessary, during the rainy season.
6. Desilting facilities shall be provided at drainage outlets from the graded site.
7. Desilting basins shall be designed to provide a minimum desilting capacity.
8. Desilting basins shall be constructed around the perimeter of projects whenever feasible when it provides improved maintenance access from paved roads during wet weather.
9. Desilting basins constructed of compacted earth shall be compacted to a relative compaction of ninety percent (90%) of maximum density. A soil engineering report, prepared by the soil engineer, which includes the type of field testing performed, location and results of testing shall be submitted to the Building Official for approval upon completion of the desilting basins.
10. Equipment and workers for emergency work shall be made available at all times during the rainy season. Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of temporary devices when rain is imminent.
11. Erosion protection shall consist of effective planting of all slopes in excess of five feet (5') high unless otherwise approved by the Building Official. Slopes exceeding fifteen feet (15') high may require an adequate sprinkler system, as determined by the Building Official. Protection for the slopes shall be installed as soon as practicable which may be prior to rough grade approval. Effective planting shall be installed, fully germinated and effectively cover the required slopes prior to final approval unless otherwise approved by the Building Official.
12. The erosion control provisions shall take into account drainage patterns during the current and future phases of grading throughout the rainy season.

13. All removable protective devices shown shall be in place at the end of each working day when the five (5) day rain probability forecast exceeds forty percent (40%).
14. Graded areas around a tract perimeter must drain away from the face of slopes at the conclusion of each working day.

#### J113.2 Erosion Control Plans.

Erosion control plans prepared in accordance with Subarticle 13 of the Grading Manual shall be submitted to the Building Official for approval by September 15 each year for projects under grading permit. The erosion control plan may be waived for grading projects on single residential lot projects providing that an erosion control system, meeting the approval of the Building Official, has been installed, placed, planted or constructed before October 15. This control system can be landscaping drains and/or sandbags.

#### J113.3 Erosion Control Maintenance.

1. After each rain storm, silt and debris shall be removed from check berms and desilting basins and the basins pumped dry.
2. After each rainstorm, the performance of the erosion control system shall be evaluated and revised and repaired as necessary.
3. Devices shall not be moved or modified without the approval of the Building Official.
4. The contractor shall be responsible and shall take necessary precautions to prevent public trespass onto areas where impounded water creates a hazardous condition.
5. The contractor and permittee or project owner shall be responsible for continual maintenance of the devices during the rainy season. In the event of failure or refusal by the contractor, permittee or project owner to properly maintain the devices, the Building Official may cause emergency maintenance work to be done to protect adjacent private and public property. The cost shall be charged to the owner and shall include an initial mobilization cost plus the cost of doing the work as contained in Subarticle 6 of the Grading Manual.
6. In the event the Building Official must cause emergency maintenance work to be done, he may revoke the grading permit in writing. The permit shall not be renewed until an erosion control system approved by the Building Official is installed and a fee of onehalf (½) the amount required for the original permit paid by the owner. The Building Official may waive installation of an erosion control system after April 15.
7. If any grading subject to Subsection J103.1 (*Grading Permits*) of this Appendix J Grading has commenced on private property without a valid grading permit, the property owner may be required to prepare and implement an erosion control plan which has been approved by the Building Official. In the event of failure by the property owner to install an approved erosion control system, the Building Official may cause emergency work to be done to protect adjacent private and public property. The procedures of Subsection J104.3 (*Hazardous Conditions*) of this Appendix J Grading need not apply for emergency erosion control work between October 15 and April 15. The cost shall be charged to the owner in accordance with Subparagraph 5 above.

## SECTION J104 — GRADING INSPECTION

### J114.1 General.

All grading operations for which a permit is required shall be subject to inspection by the Building Official.

### J114.2 Grading Requirements.

1. It shall be the responsibility of the civil engineer who prepares the grading plan approved by the Building Official to incorporate all recommendations from the soil engineering and engineering geology reports into the grading plan. The civil engineer shall also be responsible for the professional inspection and approval of the grading within his area of technical specialty. This responsibility shall include, but need not be limited to, inspection and approval as to the establishment of line, grade and drainage of the development area. The project civil engineer and/or general contractor shall act as the coordinating agent in the event the need arises for liaison between the project professional, grading contractor, and the Building Official or his designee. The civil engineer who prepares and signs the grading plan shall also be responsible for the preparation of revised plans, erosion control plans, and the submission of as-graded grading plans when required by the Building Official upon completion of the work.
2. Soil engineering and engineering geology reports shall be required as specified in Subsection J105.5 (*Soil Engineering and Engineering Geology Reports*) of this Appendix J Grading. During grading, all necessary reports, compaction data, soil engineering and engineering geology recommendations shall be submitted to the owner by the soil engineer and engineering geologist. The owner shall submit copies of the report to the civil engineer and two (2) copies of all reports to the Building Official.
3. The soil engineer's area of responsibility shall include, but need not be limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finish slopes, design of buttress fills, subdrain installation and incorporation of data supplied by the engineering geologist.
4. The engineering geologist's area of responsibility shall include, but need not be limited to, professional inspection and written approval of the adequacy of natural ground for receiving fills, the stability of cut slopes with respect to geological matters, and the need for subdrains or other ground water drainage devices. The engineering geologist shall report his finding to the soil engineer and the civil engineer for engineering analysis.
5. The Building Official may expeditiously inspect the project at the various stages of work requiring approval and at any more frequent intervals necessary to determine that adequate control is being exercised by the professional consultants.
6. When preliminary soil engineering reports are not required by the Building Official, the Building Official may require inspection and testing by an approved testing agency. The testing agency's responsibility shall include, but need not be limited to, approval of cleared areas and benches to receive fill, and the compaction of fills.

#### J114.3 Notification of Non-Compliance.

If, in the course of fulfilling their responsibility under this Appendix J Grading, the civil engineer, the soil engineer, the engineering geologist, or the testing agency finds that the work is not being done in conformance with the provisions of the approved specifications and grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the Building Official. Recommendations for corrective measures, if necessary, shall be submitted to the owner. The owner shall submit two (2) copies of all recommendations and reports to the Building Official.

#### J114.4 Transfer of Responsibility for Approval.

If the civil engineer, the soil engineer, the engineering geologist, the testing agency, or the grading contractor of record are changed during the course of the work, the work shall be stopped unless:

1. The owner submits a letter of notification verifying the change of the responsible professional; and
2. The new responsible professional submits in writing that he has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional and that he concurs with the findings, conclusions, and recommendations, and is satisfied with the work performed. He may modify or revise recommendations, specifications or work performed if accompanied by supporting data and approved by the Building Official. He must state that he assumes all responsibility within his purview as of a specified date. All exceptions must be justified to the satisfaction of the Building Official.

EXCEPTION: Where clearly indicated that the firm, not the individual engineer and/or geologist, is the contracting party, the designated engineer or geologist may be reassigned and another engineer and/or geologist within the firm may assume responsibility.

#### J114.5 Site Inspection by the Building Official.

1. Prior to the approval of any building or grading plans and specifications, the Building Official may inspect the site to determine that the plans and specifications are current and reflect existing conditions.
2. The permittee or his agent shall notify the Building Official when the grading operations specified in Subarticle 14 of the Grading Manual are ready for inspection.
3. If the inspector finds the soil or other conditions not as stated in the approved plans and soil or geology reports or as in additional information which required for issuance of the grading permit, he may, using reasonable judgment, refuse to allow further work until approval is obtained for a revised grading plan which will conform to the conditions.
4. The provisions of Section 114 (Stop Work Order) of Appendix Chapter 1 (Administration) of Building Code shall apply to all grading work and whenever the Building Official determines that any work does not comply with the terms of a permit, or this Appendix J Grading, or that the soil or other conditions are not as stated on the permit, he may order the work stopped by notice in writing served on any persons engaged

in doing or causing of such work to be done and any such persons shall forthwith stop such work until authorized by the Building Official to proceed with the work.

5. Prior to the issuance of building permits for a graded site, the rough grading shall be completed in accordance with Subarticle 14 or the Grading Manual and to the satisfaction of the responsible civil engineer, or architect, engineering geologist, soil, soil engineer, and the Building Official.
6. Whenever any work on which inspections are required is covered or concealed by additional work without first having been inspected, the Building Official may require by written notice, that such work be exposed for examination. The work of exposing and recovering shall not entail or be subject to expense by the City.

#### J114.6 Special Inspections.

The Building Official may establish special inspection requirements in accordance with Subsection J109.3.9 (*Special Inspections*) of the Appendix Chapter 1 (Administration) of the Building Code, as amended for special cases involving grading or paving related operations. Special cases may apply to work where in the opinion of the Building Official it is necessary to supplement the resources or expertise available for inspection.

### SECTION J115 — COMPLETION OF WORK

#### J115.1 Final Reports.

Upon completion of the rough grading work and at the final completion of the work, the Building Official may require the written approvals, reports, drawings and supplements thereto specified in Subarticle 15 of the Grading Manual.

#### J115.2 Notification of Completion.

The permittee or his agent shall notify the Building Official when the grading operation is ready for final inspection. All work including installation of all drainage facilities and their protective devices and all erosion control measures must be completed in accordance with the final approved grading plan and the required reports approved by the Building Official before final approval of the grading permit is given by the Building Official. The Building Official may approve the grading work prior to completion of all work in special cases of extreme hardship and if no hazard exists and an adequate bond is posted to assure completion of all remaining work.

### SECTION J116 — HAZARDOUS WASTE

#### J116.1 Definitions.

For the purposes of this Section J116 the following definitions shall apply:

1. Certified Laboratory shall mean a laboratory certified by the California Department of Health Services, pursuant to the provisions of Section 25198 of the California Health and Safety Code, for analyzing samples for the presence of hazardous waste.
2. Building Official shall mean the Building Official of the **Division** of Building and Safety of the City of South Gate.



3. Director of Public Health shall mean the Director of the Department of Public Health of the County of Los Angeles.
4. Hazardous Waste shall mean any substance that meets the definition of hazardous waste in Section 25117 of the California Health and Safety Code and Section 66680 of Title 22, California Administrative Code.

#### J116.2 Analysis Required.

Applicants for any Building Permit, or for any permit for the removal of underground tank(s), drilling and/or boring on natural or existing grade for the purpose of soil sampling shall comply with the Subsection J116.3 when:

1. The permit is for a construction project that involves the disturbance of at least fifty cubic yards (50 c.y.) of soil; and
2. The parcel of land or part thereof on which the construction or part thereof will occur is located:
  - (1) In any area of the City of South Gate designated by the Building Official pursuant to Subsection J116.8.
  - (2) The Building Official may waive the requirements imposed by this Section J116 if the applicant demonstrates that the property has been continuously zoned as residential under the City Planning Code since the City incorporated, has been in residential use since that time, and the Building Official has no other reason to believe that the soil may contain hazardous wastes.
  - (3) The Building Official has authority to require soil analysis pursuant to the provision of this Section J116 as part of any building permit application when the Building Official has reason to believe that hazardous wastes may be present in the soil at the construction site.

#### J116.3 Soil Sampling and Analysis.

1. The applicant shall cause a site history for the property to be prepared by an individual with the requisite training and experience as identified in the regulation of the Building Official adopted pursuant to Subsection J116.08. Upon completion of the site history, the applicant shall file a copy of the same with the Building Official, the Director of Public Health and the certified laboratory.
2. The applicant shall cause a professional geologist, civil engineer, or engineering geologist who is registered or certified by the State of California or a certified laboratory to take samples of the soil on the property and shall cause a certified laboratory to analyze the soil samples to determine the presence of hazardous waste in the soil. The following types of analysis shall be conducted:
  - (1) For inorganic persistent and bio-accumulative toxic substances as listed in Section 66699(d) of Title 22 of the California Administrative Code.



- (2) For volatile organic toxic pollutants as listed in 40 Code of Federal Regulations, Part 122, Appendix D, Title II.
  - (3) For PCB's.
  - (4) For pH levels.
  - (5) For flammability.
  - (6) For cyanides.
  - (7) For sulfides.
  - (8) For methane and other flammable gases.
  - (9) For those hazardous wastes designated by the Building Official pursuant to Subsection J116.8.
  - (10) For any other hazardous waste that either the Director of Public Health or Building Official shall make any such determination within thirty (30) days of filing by the applicant of the site history.
3. Soil sampling shall be conducted in accordance with procedures for sampling soils approved by the California Department of Health Services or the State Water Resources Control Board and the Regional Water Quality Control Board.
  4. Samples shall be analyzed by a certified laboratory in accordance with methods for analyzing samples for the presence of hazardous wastes approved by the California Department of Health Services or the State Water Resources Control Board and the Regional Water Quality Control Board.

#### J116.4 Soil Analysis Report.

1. A report prepared by the persons conducting the soil sampling and analysis shall be submitted to the Building Official and the Director of Public Health. The report shall include the following information.
  - (1) The names and addresses of the persons and the certified laboratory that conducted the soil sampling, the soil analysis and prepared the report.
  - (2) An explanation of the sampling and testing methodology.
  - (3) The results of the soil analysis.
  - (4) Whether any of the analysis conducted indicate the presence of hazardous wastes. If so, the report shall list the hazardous wastes and, for each, the level detected, the state and federal minimum standards, if any, and recommendations of removal and disposition of material.
  - (5) State and federal agencies to which the presence of hazardous wastes has been reported and the date of the report.
  - (6) If no analysis were conducted pursuant to Subsection J116.3.2(10), a statement that the certified laboratory, after examination of the site history, has no reason to conclude that hazardous wastes other than those listed in Subsection J116.3.2 were likely to be present on the site.
2. The Director of Public Health shall determine whether the site history, soil sampling and analysis required by Subsection J116.3 were conducted and whether the report required by Subsection J116.4.1 is complete. If the site history, soil sampling or analysis were not conducted or the report does not comply with the requirements of this Section J116, the Director of Public Health and City of South Gate shall notify the applicant in writing

within thirty (30) days of receipt of the report, indicating the reasons the report is unacceptable. A copy of the notification shall be sent to the Director of Public Works.

3. The site history and report shall become part of the permit file.

#### J116.5 Permit Approval.

Once the Director of Public Health has determined that the required site history, soil sampling and analysis were conducted and the report contains the information required by Subsection J116.4, the Building Official may approve or disapprove the application subject to the terms and limitations of this Section.

1. If the report indicates that there are no hazardous wastes present in the soil, the Director of Public Health shall provide the applicant and the City of South Gate Building Official with written notification that the applicant has complied with the requirements of this Section J116. The Building Official may thereafter approve or disapprove the building permit application.
2. If the report indicates that hazardous wastes are present for which there are no quantitative federal or state standards, the applicant shall make a written request to the applicable agency for a written determination as to whether a site mitigation plan is required. The applicant shall submit a copy of this request and any written determination to the Building Official and the Director of Public Health. Upon receipt of a written determination that a site mitigation plan is not required, the Building Official may thereafter approve or disapprove the building permit application.
3. If the report indicates that the level of any hazardous waste exceeds quantitative federal or state minimum standards or there is a determination under Subparagraph 2 above that a site mitigation plan is required, the applicant shall do the following before the Building Official may approve or disapprove the building permit application:
  - (1) Within fifteen (15) days of the date of the report, a site mitigation plan shall be submitted to and approval of the plan obtained from the appropriate state or federal agency. The applicant shall submit a copy of the site mitigation plan to the Building Official and the Director of Public Health and indicate the date the plan was submitted to the state or federal agency.
  - (2) Complete the site mitigation in compliance with all the requirements imposed by the agency. The Building Official may issue any permits necessary for the applicant to carry out the site mitigation plan and the City shall set the time limits for which the mitigation measures should be completed.
  - (3) Complete the certification procedure set forth in Subsection J116.6. After receipt of the certification required by Subsection J116.6, the Director of Public Health shall provide the applicant and the Building Official with written notification that the applicant has complied with the requirements of this Section J116.
4. If the state or federal agency has not determined whether site mitigation is necessary within six (6) months from the date the applicant seeks a determination from the state pursuant to Subparagraph 2 above, or the state or federal agency has not approved or

disapproved the site mitigation plan within twelve (12) months from the date the plan was submitted, the Department of Building and Safety shall notify the City Attorney and the City Attorney may institute a legal proceeding against the property owner and the applicant seeking declaratory relief that hazardous waste is present on the property, that the presence of hazardous waste constitutes a public nuisance and that the City may not proceed with the processing of the application until the site mitigation plan has been approved by the appropriate state or federal agency and the applicant has certified that the mitigation measures have been completed.

#### J116.6 Certification.

1. Upon completion of site mitigation, the applicant shall certify under penalty of perjury to the Director of Public Health that:

- (1) It has performed all elements of the mitigation plan, and
- (2) It has applied for and obtained, to the extent available, certification or verification from competent state and federal authorities that mitigation measures have been completed in compliance with the approved mitigation plan and, where required, it has conducted follow up soil sampling and analysis. Copies of the state or federal verification shall be submitted.

2. The certification from the applicant shall also contain the following declaration:

“The applicant recognizes that it has a nondelegable duty to perform the work called for in the site mitigation plan; that it, and not the City, is responsible for compliance with the plan; that it, not the City, attests to and is responsible for the certification, and that it, will continue to remain liable and responsible, to the extent such liability or responsibility is imposed by state and federal law, for its failure to comply with the site mitigation plan.”

The certification shall become a part of the permit file.

3. Certification by the competent state and federal agency that mitigation measures have been properly completed shall constitute a conclusive determination and shall be binding upon the Director of Public Health.

#### J116.7 Completed Application.

No building permit application subject to the requirements of this Section J116 shall be complete, for the purposes of Government Code Section 65950 et seq., until the applicant submits to the Division of Building and Safety written notification from the Director of Public Health that:

1. The Director of Public Health has reviewed and accepted as complete the soil analysis report required by Subsection J116.4, and
2. One of the following conditions is satisfied;
  - (1) The report indicates that no state or federal standards are exceeded, or
  - (2) If the report indicates that hazardous wastes are present for which there are no quantitative state or federal standards, the Director of Public Health has received a

written determination from the appropriate state or federal agency that a site mitigation plan is not required, or

- (3) If the report indicates that the level of any hazardous waste exceeds quantitative state or federal minimum standards or there is a determination under Subsection J116.5.2 that a site mitigation plan is required, the Director of Public Health has received certification from the applicant in accordance with the provisions of Subsection J116.5.2 that the site mitigation plan is approved and the mitigation is completed.

#### J116.8 Authority to Adopt Rules and Regulations.

The Building Official may adopt, and may thereafter amend, rules, regulations and guidelines that the Building Official deems necessary to implement the provisions and intent of this ordinance and not inconsistent therewith. The rules, regulations and guidelines shall be consistent with the purpose of this Section J116. A public hearing shall be held prior to the adoption or any amendment of the rules, regulations and guidelines. In addition to notices required by law, the Building Official shall send written notice, at least fifteen (15) days prior to the hearing, to any interested party who sends a written request to the Building Official for notice of hearings related to the adoption of rules, regulations and guidelines pursuant to this Section.

In developing such regulations, the Building Official shall consider, among other things, state and federal statutes and regulations pertaining to hazardous wastes with the purposes of coordinating local regulations with them. The Building Official shall submit to the Department of Public Health proposed rules, regulations and guidelines not less than thirty (30) days prior to the hearing.

#### J116.9 Guidelines for Regulations.

Rules, regulations and guidelines may address among others, the following subjects:

1. Minimum standards for acceptable site histories. The minimum standards shall be designed to assist interested persons including, but not limited to, the Building Official, the Director of Public Health, other state and local public agencies and certified testing laboratories, to evaluate whether analysis, other than those required by Subsection J116.3.2(9), must be conducted to detect the presence in the soil of hazardous waste and to determine what analysis are appropriate.
2. Minimum education and experience requirements for the persons who prepared site histories pursuant to Subsection J116.3. In making this determination, the Building Official shall consider relevant those academic disciplines and practical experiences which would qualify an individual to evaluate a property in South Gate and identify prior uses made of the property that may be relevant in determining whether there are hazardous wastes in the soil and what analysis, if any, are appropriate to identify them.
3. Precautionary measures to minimize long-term exposure to hazardous wastes that cannot be removed or are not required to be removed by the site mitigation plan. The Building Official shall consult with the Department of Public Health in preparing the precautionary measures.
4. The designation of areas in the City, in addition to the area described in Subsection J116.2.2(1), where the Building Official has reason to believe that the soils may contain

hazardous wastes and the designation of the analysis specified in Subsection J116.3 that shall be conducted in each area.

5. The designation of additional hazardous wastes, other than those listed in Subsection J116.3.2(1) through J116.3.2(8), for which analysis must be conducted. The designation shall be based on a determination by the Building Official that there is a reasonable basis to conclude that such other hazardous wastes may be in the soil. The designation may be made applicable to a specified area or areas of the City or city-wide as determined by the Building Official.
6. The exclusion of hazardous wastes from the analysis requirements set forth in Subsection J116.3.2 upon a determination in consultation with the Department of Public Health, that the hazardous waste does not pose a significant present or potential hazard to human health and safety or to the environment.

#### J116.10 Applicability.

The provisions of this Section J116 shall not apply to building permit applications filed less than one hundred and twenty (120) days after the effective date of this Section J116.

#### J116.11 Buyer Notification.

The seller or the seller's agent involved in the sale or exchange of any real property within the City shall provide a copy of this ordinance to the buyer or buyers and shall obtain a written receipt from the buyer or buyers acknowledging receipt of a copy of the ordinance. Failure to give notice as required by this Section shall not excuse or exempt the buyer of the property from compliance with the requirements of this Code.

#### J116.12 Non-Assumption of Liability.

In undertaking to require certain building permit applications to include soil analysis for the presence of hazardous wastes, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on itself or on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

#### J116.13 Permit Warning.

All building permits issued by the City shall bear the following printed warning:

### WARNING

Certain building permits may be issued only after the permittee analyzes the soil for the presence of hazardous wastes and, where applicable, seeks approval of mitigation measures from federal and state authorities and completes the site mitigation. No officer, employee or agency of the City conducted the soil sampling and analysis or the site mitigation or checked or verified them for accuracy, reliability or adherence to protocols. In issuing this permit, neither the City nor any of its officers or employees make any representation that the soil on or about the site is free from the presence of hazardous wastes. Nor does the City's implementation of this process relieve any person from their duties and responsibilities relating to hazardous waste contamination under state and federal law. The issuance of this permit is intended to alter, extinguish, or transfer these responsibilities.



#### J116.14 Construction on City Property.

All departments and agencies of the City that authorize construction or improvements on land under their jurisdiction under circumstances where no building permit needs to be obtained shall adopt rules and regulations to insure that the same site history, soil sampling, analyzing, reporting, site mitigation and certification procedures as set forth in this Section J116 are followed. The Building Official and Director of Public Health shall assist the departments, to insure that these requirements are met.

#### J116.15 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Section J116 or any part thereof, is for any reason to be held unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Section J116 or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

#### J116.16 Plans and Specifications.

Unless waived by the Building Official, plans, specifications, design calculations, geotechnical reports and other documents and data for hazardous waste mitigation shall be submitted with the application to substantiate that the building will comply with applicable codes and regulations. Such documents may be required to be prepared under the responsible charge of an engineer or architect licensed by the State to practice as such, and to be signed by said architect or engineer. The signatures may consist of an original signature on the first sheet or each set of documents, and a facsimile stamp plus the registration seal of the design professional on the balance of the sheets.

Two (2) complete sets of plans and specifications, and one set of design calculations and other documents, shall be submitted. For new building permit applications, and for alteration permit applications with a valuation exceeding five million dollars (\$5,000,000), the applicant may elect to have the plans checked in parallel by the approving agencies. For this option, four complete sets of mitigation plans and specifications must be submitted.

The requirements for plans or specifications may be waived, provided that the nature and extent of the proposed construction can be clearly described in writing, and such as description is filed with the application.”

**SECTION 3.** Title 9 (Buildings), Chapter 9.03 (Electrical Code), Section 9.03.010 (Adoption by Reference of the California Electrical Code), Section 9.02.020 (Violation and Penalties), and Section 9.03.030 (Amendments to Electrical Code) of the South Gate Municipal Code are hereby amended to read as follows:

#### **“9.03.010 Adoption by Reference of the California Electrical Code.**

Except as provided herein, the 2019 Edition of the State of California Electrical Code (California Code of Regulations, Title 24, Part 3) based in the 2017 National Electrical Code, including any amendments and **annexes** thereof, as promulgated and published by the National Fire Protection Association, Inc., is hereby adopted by reference as though fully set forth herein, and shall constitute



and is hereby established as **“the Electrical Code of the City of South Gate”** (“Electrical Code” herein). A copy of the **2019** Edition of the California Electrical Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.03.020 Violations and Penalties.**

Any person violating any of the provisions of the California Electrical Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Electrical Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**“9.03.030 Amendments to Electrical Code.**

Notwithstanding the provisions of Section 9.03.010, the 2019 Edition of the California Electrical Code is hereby amended by:

- A. Adding a new subsection (C) to Section 90-8 (Wiring Planning) of Article 90 (Introduction) of the electrical code to read as follows:

(C) Wiring to be in an Underground System.  
Supply wiring for or to accessory uses, accessory buildings, yard lights, and post signs shall be in an underground system.

- B. Adding a new Section 225-28 to Article 225 (Outside Branch Circuits and Feeders) of the Electrical Code to read as follows:

**225-28 Outdoor Installations**

All yard wiring shall be installed underground, except for festoon lighting, temporary lighting or wires serviced by a public utility.

- C. Adding a new Section 250-52 (9): (Grounding Electrode System For New And Existing Construction) of Article 250 (Grounding and Bonding) of the Electrical Code to read as follows:

**250-52 (9) Grounding Electrode System for New and Existing Construction**

(A) New Construction

In addition to the requirements of Section 250-52, one or more copper or non-ferrous rods, as described in Table 250.66, shall be placed along the bottom of a concrete foundation, or in a building foundation trench, tensioned and supported in such a manner that it will not be less than 3 inches from the bottom or sides of the foundation, with one end terminating twelve inches (12”) above the foundation sill plate or finished floor, beneath or adjacent to the main service switch panel.

Where building pier footings are used instead of a continuous foundation, service grounding shall be accomplished by fusion welding of the ground conductor to a vertical electrode which reached to within three inches (3”) of the bottom of the piers.

All grounding conductors shall be electrically bonded together and connected to the property's water system and electrical service equipment.

(B) Existing Construction

Any change, alteration or remodeling of existing electrical service equipment shall require a ground electrode to be provided in accordance with Table 250-66.

The driven ground electrodes may be galvanized pipe, not less than three-quarter inch pipe size, or copper-coated rod, not less than five-eighths of an inch (5/8") in diameter; driven vertically eight feet (8') or more into the ground.

Whenever more than one ground electrode is required, they shall be not less than six feet (6') apart from each other, or from any other electrode, including those used for single circuits, radio, telephone, lighting rods or any other purpose.

Where more than one electrode is required, they shall be bonded together in the same manner and with the same material as specified for pipe rod electrodes. Driven electrodes shall be of one piece. Such pipes or rods shall have clean metal surfaces and shall not be covered with paint, enamel, or other non conducting materials.

D. Adding a new subsection (D) to Section 300-1 (Scope) of Article 300 (Wiring Methods) of the Electrical Code to read as follows:

Installation Requirements.

All wiring installed in or on building or structures, other than residential or residential accessory buildings, shall be in a metal protected raceway or cable wiring system; provided, however, that equivalent installations may be authorized when requested in writing and approved in advance by the Building Official."

Exception: All exposed wiring installed in residential accessory buildings.

**SECTION 4.** Title 9 (Buildings), Chapter 9.04 (Mechanical Code), Section 9.04.010 (Adoption by Reference of the California Mechanical Code) and Section 9.04.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**"9.04.010 Adoption by Reference of the California Mechanical Code.**

Except as provided herein, the 2019 Edition of the State of California Mechanical Code (California Code of Regulations, Title 24, Part 4) based in the 2018 Uniform Mechanical Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **"the Mechanical Code of the City of South Gate"** ("Mechanical Code" herein). A copy of the 2019 Edition of the California Mechanical Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public."

**"9.04.020 Violations and Penalties.**

Any person violating any of the provisions of the California Mechanical Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Mechanical Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code."

**SECTION 5.** Title 9 (Buildings), Chapter 9.05 (Plumbing Code), Section 9.05.010 (Adoption by Reference of the California Plumbing Code), Section 9.05.020 (Violations and Penalties), and Section 9.05.030 (Amendments to Plumbing Code) of the South Gate Municipal Code are hereby amended to read as follows:

**“9.05.010 Adoption by Reference of the California Plumbing Code.**

Except as provided herein, the **2019** Edition of the State of California Plumbing Code (California Code of Regulations, Title 24, Part 5) based in the **2018** Uniform Plumbing Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Plumbing Code of the City of South Gate”** (“Plumbing Code” herein). A copy of the **2019** Edition of the California Plumbing Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.05.020 Violations and Penalties.**

Any person violating any of the provisions of the California Plumbing Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Plumbing Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**“9.05.030 Amendments to Plumbing Code.**

Notwithstanding the provisions of Section 9.05.010, the **2019** Edition of the California Plumbing Code is hereby amended by:

- A. Adding a new subparagraph 1014.3.4.4 (Outdoor Location) to subsection 1014.3.4 (Location) of Chapter 10 (Traps and Interceptors) of the Plumbing Code to read as follows:

**1014.3.4.4 Outdoor Location**

Each new grease trap shall be on the outside of all structures on the premises and shall be readily accessible for servicing and maintaining the grease trap in working and operation condition. The use of ladders or the removal of bulky equipment in order to service grease traps shall be deemed to be a lack of accessibility. The location of all grease traps in the interior of a building or structure shall be permitted by the building official only when, in his judgment, there is insufficient space on the exterior of a building or structure to install an adequate grease trap. As used herein, the term “adequate grease trap” shall mean a grease trap of sufficient capacity to intercept anticipated quantities of grease generated by a business over at least a twenty-four (24) hour period.”

**SECTION 6.** Title 9 (Buildings), Chapter 9.06 (Energy Code), Section 9.06.010 (Adoption by Reference of the California Energy Code) and Section 9.06.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.06.010 Adoption by Reference of the California Energy Code.**

Except as provided herein, the **2019** Edition of the State of California Energy Code (California Code of Regulations, Title 24, Part 6), including any amendments and appendices thereof, as promulgated and

published by the California Energy Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Energy Code of the City of South Gate”** (“Energy Code” herein). A copy of the **2019** Edition of the California Energy Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.06.020 Violations and Penalties.**

Any person violating any of the provisions of the California Energy Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Energy Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 7.** Title 9 (Buildings), Chapter 9.12 (Administrative Code), Section 9.12.030 (Amendments to Administrative Code) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.12.030 Amendments to Administrative Code.**

Notwithstanding the provisions of Section 9.12.010, the Administrative Code is hereby amended by:

- A. Adding a new Section 108, 109, 110, and 111 to Chapter 1 (*Title, Scope and General*) of the Administrative Code to read as follows:

**“108 – INTERPRETATION OF LANGUAGE**

The language used in Title 9 of this Code is intended to convey common and accepted meanings which are familiar to the various trades regulated by the Technical Codes. Whenever any section, or portion thereof, of a Technical Code set forth in this Title 9 appears to be in conflict with another section or provision, the Administrative Authority is authorized to interpret and determine the meaning and intent of such provisions.”

**109 – GENERAL SAFETY PROVISIONS**

1. It is the intent and purpose of Title 9 of this Code to provide for the safe, durable and nonhazardous installation of building materials and supplies into works of improvement, and to establish minimum standards therefore.
2. Notwithstanding the specific provisions contained in the Technical Codes of this Title 9, or the omission of specific provisions regulating certain types of installations, the Administrative Authority is authorized and directed to refuse to approve any such installation which, in his opinion, will manifestly fail to carry out the intent and purpose of any Technical Code set forth in this Title 9 or will create an unsafe or hazardous condition.”

**110 – USED MATERIALS**

Used materials or supplies shall not again be used in any work of improvement without the advance written approval of the Administrative Authority.”

**111 – MAINTENANCE TECHNICIANS**

In lieu of having work performed by a State Licensed Contractor, any person regularly employing one or more Maintenance Technicians skilled in conducting a trade regulated by any of the

technical codes set forth in this Title 9 (also referred to as "Trade Technicians") and for the purpose of installation, alteration, maintenance or repair of such person's own premises, may request that one such employee be qualified as a Maintenance Technician, in accordance with the following requirements:

1. The employee shall receive a passing grade on a Trade Technician Competency Examination administered by the Administrative Authority.
2. The employee shall be responsible for the proper installation and inspection of all work performed, in compliance with the provisions of any Technical Code which may be applicable to the work of improvement.
3. A report identifying all work performed shall be submitted to the Administrative Authority not more than fifteen (15) days following the end of each calendar month, on a form provided by the City and accompanied by the appropriate permit fee. If no work has been undertaken, a report shall be filed so stating.
4. The City shall be notified at least once each month as to when any work is to be inspected and approved.
5. The Maintenance Technician shall keep a record of all technical work done, and the Administrative Authority shall have access to such records.
6. The Maintenance Technician authorization shall be renewed annually, prior to the beginning of each calendar year.
7. If the designated Maintenance Technician should leave the employment of the employer, written notice thereof shall be given by the employer to the Administrative Authority within five (5) days, and any work remaining to be performed shall, without further order or action, be suspended until the engagement of the same or another Maintenance Technician, who shall be qualified by the Administrative Authority.
8. Any violation of this section shall cause the immediate termination of all rights and privileges of the Maintenance Technician, and all work remaining to be performed shall be done with permit approval and by a State Licensed Contractor."

B. Amending Section 204 (*Board of Appeals*) of Chapter 2 of the Administrative Code in its entirety to read as follows:

204 – BOARD OF APPEALS CREATED; MEMBERSHIP; DECISIONS  
CREATING THE BOARD OF APPEALS.

1. There is hereby established a Board of Appeals consisting of five (5) members, all of whom shall be duly appointed members of the City Planning Commission. The Building Official shall be an ex-officio member and shall act as Secretary to the Board of Appeals.
2. The Board of Appeals shall be authorized to construe and to interpret the provisions of the Technical Codes set forth in Title 9 of this Code, and to make determinations as to whether proposed alternate construction materials or methods of construction are equivalent or superior to those required or authorized by any of such Technical codes.
3. The Board of Appeals shall adopt rules and regulations relating to the conduct of its inquiries and investigations.
4. All decisions and determinations of the Board of Appeals shall be submitted in writing to the Building Official, and a copy thereof shall be delivered to the person or persons who initiated the appeal or the request for an interpretation.
5. Any decision of the Board of Appeals to approve or deny an appeal may be appealed by the aggrieved party to the City Council by filing a request therefore with the City Clerk,



not later than ten days after such decision is rendered by the Board of Appeals. Upon receipt of such a request, the City Clerk shall set a date for hearing by the City Council, not later than sixty (60) days thereafter, and shall notify the appellant of such hearing date. Following said hearing by the City Council, the findings and decision of the City Council shall be adopted by resolution. The determination of the City Council shall be final and conclusive.”

205 ESTABLISHED

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

206 MEMBERSHIP

The Board of Appeals shall consist of five (5) members appointed by the City Council. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City.

207 TERM-APPOINTMENT OF SUCCESSOR

The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedures for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

208 DISQUALIFYING ACTIVITY

A member shall not hear an appeal in which that member has a personal, professional or financial interest.

209 REMUNERATION

Each appointee will receive the sum of Seventy-Five (\$75.00) per meeting attended by the appointee.

210 ELECTION OF CHAIRMAN OF THE BOARD OF APPEALS

The Board shall annually select one of its members to serve as chairperson.

211 REMOVAL FROM OFFICE

The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure.

212 ORGANIZATION – MEETINGS – RULES

The Board of Appeals shall consist of five individuals, one from each of the following professions or disciplines.

1. Registered design professional who is a registered architect.
2. Registered design professional with structural engineering experience.
3. State licensed contractor with at least 10 years experience.
4. Local resident or businessman with experience in construction.
5. Local advocate for accessibility and ADA requirements or local resident.
6. The City Building Official shall serve as Secretary of the Board.

There are six (6) meetings held annually.

The Board is authorized to establish policies and procedures necessary to carry out its duties.

Building related matters shall be as defined in the California Code of Regulations, Title 24, Part 2, 2007 California Building Code, Volume 1; but shall specifically exclude any issues related to the general plan or zoning ordinance; and,



Pursuant to Health and Safety Code Section 189.45 (a) any person adversely affected by any regulation, rules, omission, interpretation, decision or practice of any state agency, respecting the administration of any building standard may appeal the issue for resolution to the Board; and,

Pursuant to Health and Safety Code Section 189.45 (b) any local agency having authority to enforce a state building standards and any person adversely affected by any regulations, rule, omission, interpretation, decision or practice of such agency respecting such buildings standard wish to appeal the issue for resolution to the Board, then both parties may appeal to the commission. The Board may accept such appeal only if the commission determines that the issues involved in such appeal have statewide significance; and, Any and all action subject to the Boards purview shall be appealable to the City Council within ten business day after the date of execution of final decision from the Board; and, California Building Code provides that the Board of Appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

The Board shall have the authority to review code enforcement appeals and to waive or reduce rates, fees and charges related to building restoration fees for garage conversions and other related assessments, fees and/or charges arising from matters which are addressed by South Gate Municipal Code Title 9.

C. Amending Subsection 301.1 (*Permits Required*) of Section 301 (*Permits*) of Chapter 3 (*Permits and Inspections*) in its entirety to read as follows:

301.1 Permits Required.

Except as specified in Section 301.2, no building, structure or building service equipment regulated by this code and the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate, appropriate permit for each building, structure or building service equipment has first been obtained from the Building Official.

If the application, plans and specifications which are filed are determined to be in conformity with the requirements of this Title 9 and all other laws and ordinances, the Administrative Authority shall, upon receipt of the required fees, issue a permit. Every permit issued shall be valid only for the location and the work described in the application.

The permit issued to any contractor, or to the holder of a Maintenance Technician permit, shall not authorize any person, other than an employee of the permittee, to undertake any of the work or improvements authorized by the permit.

A list of all subcontractors and material men who are performing work or furnishing materials shall be provided before work is commenced under the permit. If any subcontractors or material men to be used on the project are not known at the time of application, their names and addresses shall be supplied to the Department of Community Development/Division of Building and Safety within ten (10) days after any subcontractor or material man is selected by the contractor.

No final inspection shall be made, no certificate of occupancy shall be issued, and no building or structure shall be used or occupied unless all provisions of this Section have been complied with.

**D. Amending Subsection 302.1 (*Application*) of Section 302 (*Application for Permit*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code in its entirety to read as follows:**

**302.1 Application.**

To obtain a permit, the applicant shall file an application therefore in writing, on a form furnished by the City for that purpose. The following provisions shall apply to permit applications:

1. The application for any permit authorized to be issued under any provision of a technical code contained in this Title 9 shall describe the work to be done, and shall be made in writing by a State Licensed Contractor, a Maintenance Technician, or a residential property owner. Where a license is required by the State of California, no permit shall be issued unless the applicant has such a license. In the case of an owner, the application shall be for a special owner permit.
2. The application shall state the location where the work is to be done, either by street and house number, by lot, block and tract, or a similar description that will readily identify the location of proposed work. A separate application shall be required for each building.

EXCEPTION: An application for a single-family dwelling may include an accessory building located on the same lot, erected at the same time, and served by the same utilities as the main building.

3. Each application shall be accompanied by drawings or plans as required by Section 302.2.

**E. Amending Subsection 302.2 (*Submittal Documents*) of Section 302 (*Application for Permit*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code in its entirety to read as follows:**

**302.2 Submittal Documents.**

1. Prior to the issuance of any permit required by any technical code set forth in this Title 9, submittal documents shall be submitted for each building showing thereon all improvements and equipment to be changed, installed or altered (except for minor additions or alterations as approved by the Administrative Authority).
2. Two (2) sets of plans and specifications shall be submitted for plan checking. When approved, one set shall be returned to the applicant and maintained on the job site until final inspection approval. The second set shall be retained by the Administrative Authority until completion of the authorized work.
3. The issuance of a permit based upon plans and specifications submitted shall not prevent the Administrative Authority from thereafter requiring the correction of any errors in said plans or specifications or from prohibiting construction where work is in violation of this Code or any other city ordinance, or from revoking any approval issued in error.
4. Required plans and specifications shall be submitted with the permit application form provided by the Administrative Authority.

**F. Adding a new Subsection 302.6 to Section 302 (*Application for Permit*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code in its entirety to read as follows:**

**302.6 Special Owner Permit.**

The Administrative Authority may issue to a residential property owner a special owner permit, for which a qualifying examination may be required, authorizing said owner to install, alter, change, or repair equipment or other items of personal property which may be subject to regulation under the technical codes of this Title 9. Such work shall be performed in, on or about a residence owned by said individual, and elsewhere; provided, however, that all work authorized by such special owner permit shall be performed personally by the owner, or by a member of the

owner's immediate family. If any provision of this Code is violated, the permit shall be canceled and the holder thereof shall be subject to all penalties provided for any such violation.

- G. Amending Subsection 303.4 (*Expiration*) of Section 303 (*Permit Issuance*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code in its entirety to read as follows:

303.4 Expiration.

Every permit issued by the Building Official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within one hundred and eighty (180) days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred and eighty (180) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred and eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

The permit shall expire two (2) years from the date of issuance. Before any work can be continued after such expiration, a new permit shall first be obtained.

- H. Adding a new Subsection 303.6 to Section 303 (*Permit Issuance*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code to read as follows:

303.6 Permit Refusal.

If upon demand of the Building Official, the applicant is unable to produce evidence that the applicant has complied or is complying with all State or City laws governing or regulating the erection, construction, enlargement, alteration, repair, removal, conversion, or maintenance of buildings or structures, or governing or regulating the persons engaging in such activities, including all safeguards required for the protection of the City, the public, employees of the applicant, or other persons, such as bonds, insurance, licensing, and other specific requirements which may be required by City ordinance or State law, then the Building Official shall refuse to issue a permit required under any Technical Codes of this Title 9.

PRE-REQUISITES: Before any permit is issued (except for minor remodeling or repair of any existing structure), it shall appear to the Building Official that all ordinances and regulations of the City pertaining to zoning, public works, subdivisions, precise plans, specific plans, setback lines, fire, health, and other matters, which are applicable to the property for which the permit is sought, have been complied with, and that the issuance of the permit will not result in the contravention of any ordinance, law, rule or regulation of the City, including the technical codes of this Title 9.

- I. Amending Subsection 304.3 (*Plan Review Fees*) of Section 304 (*Fees*) of Chapter 3 (*Permits, Fees and Inspections*) in its entirety to read as follows:

304.3 Plan Review Fees.

When plans are submitted for plan review approval, as required by Section 302.2, a plan checking fee shall be paid to the City for each plan review required by any technical code of this Title 9. Such fee shall be the greater of:

1. The rate of one hundred dollars (\$100.00) per hour, prorated to the nearest one-half ( $\frac{1}{2}$ ) hour, for time actually expended in checking the submitted plans; or
2. The actual cost to the City for plan reviewing services provided by engineering or other consultants; or
3. Eighty-five percent (85%) of the total permit fee, with a minimum of one hundred dollars (\$100.00).

- J. Adding a new Subparagraph 304.5.3 to Subsection 304.5 (*Investigation Fees: Work Without a Permit*) of Section 304 (*Fees*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code to read as follows:

304.5.3 Double Fees.

When any work for which a permit is required by any technical code set forth in this Title 9 is commenced prior to obtaining a required permit, the fees specified under the provisions of such technical code shall be doubled, but in no event shall they be less than eighty-seven dollars (\$87.00). The payment of such double fees shall not release any person from complying with the requirements of any technical code set forth in this Title 9, nor from any penalties prescribed therein. The additional fees are imposed solely for the purpose of reimbursing the City for the additional work involved with the inspection, regulation and administration of the applicable provisions of the technical codes set forth in this Title 9.

- K. Adding a new Subsection 305.9 to Section 305 (*Inspections*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code to read as follows:

305.9 Permission to Cover Work.

It shall be unlawful to lath over, seal, cover or otherwise conceal any improvement which is regulated by the provisions of a technical code set forth in this Title 9 and for which a permit is required, until such improvement has been inspected and approved by the Administrative Authority or his designee. The Administrative Authority, or his designee, shall have the authority to remove, or to require the removal of, any obstruction which prevents complete inspection of any work of improvement.

- L. Adding a new Subsection 308.3 to Section 308 (*Connection to Utilities*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code to read as follows:

308.3 Connections.

1. It shall be unlawful to energize, or to cause or permit to be energized, any work or improvement regulated by the provisions of any technical code of this Title 9 until such work or improvement has been inspected and approved by the Administrative Authority; provided, however, that the Administrative Authority may give temporary permission in

writing to provide energy to or to use any such work or improvement for a period not exceeding thirty (30) days, if it appears to the Administrative Authority that such work or improvement will be used safely, and that there exists an urgent necessity for such use.

2. No serving agency shall furnish or supply any utilities permitting energization of a work or improvement regulated by any technical code set forth in this Title 9 until authorized by the Administrative Authority.
3. The Administrative Authority is authorized to disconnect, or to order the discontinuance of any utility services, to a work or improvement regulated by any technical code of this Title 9 which is found to be defective or in noncompliance, until the installation of such work or improvement has been determined to be safe. Any person ordered to discontinue such utility services shall do so within twenty-four (24) hours after the receipt of notice and shall not reconnect such utility services, nor allow the same to be reconnected, until authorized to do so by the Administrative Authority.

**M.** Adding a new Section 310 to Chapter 3 (*Permits and Inspections*) to read as follows:

**310 – Corrections**

All installations not in compliance with the requirements of any technical code of this Title 9 shall be corrected within ten (10) days after inspection notification, or within such other reasonable period of time as may be authorized by the Administrative Authority. Failure to comply shall be sufficient cause for the refusal of the Administrative Authority to issue any additional permit until all corrections have been made.

**SECTION 8.** Title 9 (Buildings), Chapter 9.14 (Swimming Pool, Spa and Hot Tub Code), Section 9.14.010 (Adoption by Reference of the Uniform Swimming Pool, Spa and Hot Tub Code), and Section 9.14.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.14.010 Adoption by Reference of the Uniform Swimming Pool, Spa and Hot Tub Code.** Except as provided herein, the 2018 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Swimming Pool, Spa and Hot Tub Code of the City of South Gate”** (“Swimming Pool, Spa and Hot Tub Code” herein). A copy of the 2018 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.14.020 Violations and Penalties.**

Any person violating any of the provisions of the Swimming Pool, Spa and Hot Tub Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Swimming Pool, Spa and Hot Tub Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”



**SECTION 9.** Title 9 (Buildings), Chapter 9.15 (Solar Energy Code), Section 9.15.010 (Adoption by Reference of the Uniform Solar Energy Code) and Section 9.15.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.15.010 Adoption by Reference of the Uniform Solar Energy Code.**

Except as provided herein, the **2018** Edition of the Uniform Solar Energy Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Solar Energy Code of the City of South Gate”** (“Solar Energy Code” herein). A copy of the **2018** Edition of the Uniform Solar Energy Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.15.020 Violations and Penalties.**

Any person violating any of the provisions of the Solar Energy Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Solar Energy Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 10.** Chapter 9.19 (Building Residential Code) and Sections 9.19.010 (Adaption by Reference to the Residential Code), Section 9.19.020 (Violations and Penalties), Section 9.19.020 (Violations and Penalties) and Section 9.19.030 (Violations and Penalties) of Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**CHAPTER 9.19  
RESIDENTIAL CODE**

**Sections:**

- 9.19.010 Adoption by Reference to the California Residential Code.**
- 9.19.020 Violations and Penalties.**
- 9.19.030 Amendments to the Residential Code.**

**“9.19.010 Adoption by Reference of the California Residential Code.**

Except as provided herein, the **2019** Edition of the State of California Residential Code (California Code of Regulations, Title 24, Part 2.5), including any amendments and Appendix H Patio Cover, thereof, as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Residential Code of the City of South Gate”** (“Residential Code” herein). A copy of the **2019** Edition of the California Residential Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.19.020 Violations and Penalties.**

Any person violating any of the provisions of the Residential Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Residential Code is



committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**“9.19.030 Amendments to California Residential Code.**

Notwithstanding the provisions of Section 9.19.010, the **2019** Edition of the California Residential Code is hereby amended by:

- A. Replacing Blank Table R301.2.(1), buildings shall be designed with the additional criteria and provisions of this table which shall read as follows:

**Table R301.2.(1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

**SECTION 11.** Chapter 9.20 (Green Buildings Standards Code) and Sections 9.20.010 (Adoption by Reference to the California Green Buildings Standards Code), and 9.20.020 (Violations and Penalties) of Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>e</sup>	ICE BARRIER UNDERLAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>	Special Wind region <sup>i</sup>	Windborne debris zone <sup>m</sup>		Weathering <sup>a</sup>	Frost line Depth <sup>b</sup>	Termite <sup>c</sup>					
ZERO	85	NO	NO	NO	D <sub>2</sub>	NEGLIGIBLE	ZERO	ZERO	49 <sup>o</sup>	NO	NO	ZERO	60 <sup>o</sup>

**CHAPTER 9.20  
GREEN BUILDINGS STANDARDS CODE**

**Sections:**

- 9.20.010 Adoption by Reference to the California Green Buildings Standards Code.**  
**9.20.020 Violations and Penalties.**

**“9.20.010 Adoption by Reference of the California Green Buildings Standards Code.**

Except as provided herein, the **2019** Edition of the State of California Green Buildings Standards Code (California Code of Regulations, Title 24, Part 11), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Green Buildings Standards Code of the City of South Gate” (“Green Code” herein). A copy of the 2019 Edition of the California Green Buildings Standards Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.20.020 Violations and Penalties.**

Any person violating any of the provisions of the Green Buildings Standards Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Green Buildings Standards Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 12.** Chapter 9.20 (Green Buildings Standards Code) and Sections 9.20.010 through 9.20.030 are hereby added to Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**CHAPTER 9.21**

**EXISTING BUILDING CODE, HISTORICAL CODE, REFERENCED STANDARDS CODE**

**Sections:**

**9.21.010 Adoption by Reference to the California Existing Building Code, Historical Code, Referenced Standards Code.**

**9.21.020 Violations and Penalties.**

**“9.21.010 Adoption by Reference of the California Existing Code, Historical Code, Referenced Standards Code.**

Except as provided herein, the 2019 Edition of the State of California Existing Code, California Historical Code, California Referenced Standards Code (California Code of Regulations, Title 24, Part 10, Part 8, Part 12), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Existing Building Code, Historical Code, Referenced Standards Code of the City of South Gate” (“Existing Building Code, Historical Code, Referenced Standards Code” herein). A copy of the 2019 Edition of the California Existing Building Code, Historical Code, Referenced Standards Code have been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.21.020 Violations and Penalties.**

Any person violating any of the provisions of the California Existing Building Code, Historical Code, Referenced Standards Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Existing Building Code, Historical Code, Referenced Standards Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 13.** Chapter 9.22 (Fire Code) and Sections 9.20.010 and 9.20.030 are hereby added to Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**CHAPTER 9.22**

**FIRE CODE**

**Sections:**

**9.22.010 Adoption by Reference to the California Fire Code.**

**9.22.020 Violations and Penalties.**

**“9.20.010 Adoption by Reference of the California Fire Code.**

Except as provided herein, the 2019 Edition of the State of California Fire Code (California Code of Regulations, Title 24, Part 9), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Fire Code of the City of South Gate” (“Green Code” herein). A copy of the 2019

Edition of the California Fire Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.22.020 Violations and Penalties.**

Any person violating any of the provisions of the Fire Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Fire Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 14.** The modifications set forth in this ordinance which pertain to the California Building Code, the California Residential Code, the California Existing Code, the California Plumbing Code, and the California Electrical Code, are reasonably required due to local climatic, geographical and topographical conditions, and due to the need, in certain instances, to recover the actual costs and expenses incurred by the City in processing various applications for permits which are required by such technical codes. Modifications to those technical codes are reasonably required, in part, because of the local climate which is characterized by hot, dry summers, followed by strong Santa Ana winds and heavy winter rains which make buildings and structures vulnerable to rapidly spreading wind-driven fires. Furthermore, the City is located near to historic and active earthquake faults which require special safety measures and precautions.

[Remainder of page left blank intentionally.]

**SECTION 15.** The adoption of this Ordinance shall fulfill the City of South Gate's obligation under Section 17958 of the Health and Safety Code to adopt and apply the provisions of the California Building Standards Code to all occupancies within the City.

**SECTION 16.** This Ordinance shall take effect on the thirty-first (31<sup>st</sup>) day after its adoption and be enforced on July 1, 2020.

**SECTION 17.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this 26th day of May, 2020.


**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **ATTACHMENT B**

### **2019 BUILDING CODE ADOPTION SUMMARY OF EXISTING CITY AMENDMENTS**

#### **ADMINISTRATION**

##### **EXISTING TO BE CARRIED FORWARD**

Such amendments include provisions regarding:

Board of Appeals Committee

General Safety Provisions

Used Materials

Maintenance Technicians

Permits Required

Building Application

Submittal Documents

Plan Review Fees

Double Fees

Permission to Cover Work

Utility Connections

Corrections

#### **BUILDING CODE**

##### **EXISTING TO BE CARRIED FORWARD**

Board of Appeals proceedings.

Appendix J (Grading). This section provides information for definitions, procedures, requirements, plan check, permits, inspections, and completion.

Reinspections Fee

Fee Refunds

Investigation Fee for non-authorized work

Certificate of Occupancy for Existing Structures

#### **RESIDENTIAL CODE**

##### **EXISTING TO BE CARRIED FORWARD**

Amend California Residential Code (CRC) to provide climatic and geographic information table for design criteria.

#### **ELECTRICAL CODE**

##### **EXISTING TO BE CARRIED FORWARD**

Amend California Electrical Code (CEC) to require exterior wiring to be underground.

Amend CEC sections regarding restricting wiring installation, disconnecting means, grounding tables.

PLUMBING CODE

**EXISTING TO BE CARRIED FORWARD**

Amend California Plumbing Code (CPC) to require grease traps to be located outside of all structures.

MECHANICAL CODE – No amendments.

GREEN BUILDING STANDARDS CODE – No amendments.

ENERGY CODE – No amendments.

HISTORICAL CODE, EXISTING BUILDING CODE AND REFERENCED STANDARDS CODE – No amendments.

FIRE CODE – No amendments.



## **ATTACHMENT C**

### **SIGNIFICANT CHANGES IN THE 2019 BUILDING CODES**

Every triennial California Code Cycle brings significant changes to the Building Codes. It covers a broad range of topics, including code changes which may not have an impact on our jurisdiction. The following changes to the CA Codes were selected because they are likely to affect most designers, builders, and code officials in California.

**Change of Occupancy:** A definition for “Change of Occupancy” has been added and the requirement for a certificate of occupancy when there is a change of occupancy or use has been clarified.

**Projection Distances:** New rules for cornices, eave overhangs, exterior balconies and similar projections at property lines.

**Dwelling-Garage Opening Protection:** An automatic-closing device is now permitted as an alternative to a self-closing device for the door between the garage and dwelling.

**Habitable Attics:** A habitable attic shall not be considered a story if the occupied floor area is not less than 70 square feet.

**Fire Watch During Construction:** In order to protect adjacent properties from fire in a building of considerable height when under construction, new provisions have been established to give authority to the fire code official to require a fire watch during those hours where no construction work is being done.

**Water conservation:** Newly constructed multiunit residential structures or residential portion of newly constructed mixed-use residential and commercial structures will be required to provide measurement of the quantity of water supplied to each individual unit by either individual water meters or submeters.

**Electric Vehicle Charging for New Construction:** It provides an exception for EV charging for Accessory Dwelling Units (ADU's and JADU's).

**Roof Access for Photovoltaic Solar Energy Systems:** Requirements for roof access and pathways for firefighters have been introduced into the residential code provisions for rooftop-mounted photovoltaic solar energy systems.

**Solar Panels near Emergency Escape and Rescue Openings:** Rooftop-mounted photovoltaic solar energy panels and modules are not permitted to be installed directly below emergency escape and rescue openings.

**Dorm Cooking Facilities** Cooking areas may be provided in R-2 (residential) dormitories if:  
Appliances limited to ovens, cooktops, ranges, warmers, coffee makers and microwaves.  
In approved locations

**Tracer Wire:** Plastic materials for building supply piping outside underground shall have an electrically continuous corrosion-resistant blue insulated copper tracer wire. The tracer wire size shall not be less than 14 AWG, and the insulation type shall be suitable for direct burial.

**Tamper Resistant Receptacles** – All 15- and 20-ampere, 125- and 250-volt nonlocking-type receptacles in the areas specified below shall be listed tamper resistant receptacles.

Dwelling units in all areas.

Guest rooms and guest suites of hotels and motels.

Child care facilities.

Preschools and elementary education facilities.

Business offices, corridors, waiting rooms and the like in clinics, medical and dental offices and outpatient facilities.

Subset of assembly occupancies to include places of waiting transportation, gymnasiums, skating rinks, and auditoriums.

**Appliances on roofs:** New code requirements, including: Load capacity, fasteners and clearances.

**Shower rooms ventilation:** New minimum ventilation rates for shower rooms now included in the code.

**Clothes dryer vents:** Clothes dryer exhaust duct power ventilator added to the code as an exception to increase the length limitation of the vent.

## **ATTACHMENT D**

### **CITY OF SOUTH GATE NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the South Gate City Council will conduct a public hearing to consider an ordinance of the City of South Gate adopting by reference the California Codes of Regulations, Title 24, Part 1, Part 2 (Volume 1 & 2), Part 2.5, Part 3, Part 4, Part 5, Part 6, Part 8, Part 10, Part 11, Part 12, known and designated as the 2019 Edition of the California Administrative Code, the 2019 Edition of the California Building Code, Volume 1 and 2, the 2019 Edition of the California Residential Code, the 2019 Edition of the California Electrical Code, the 2019 Edition of the California Mechanical Code, the 2019 Edition of the California Plumbing Code, the 2019 Edition of the California Energy Code, the 2019 Edition of the California Historical Building Code, the 2019 Edition of the California Existing Building Code, the 2019 Edition of the California Green Building Standards Code, the 2019 Edition of the California Reference Standards Code, and the 2019 Edition of the California Fire Code; adopting by reference the 2018 International Association of Plumbing and Mechanical Officials model code known and designated as the 2018 Edition of the Uniform Solar Energy and Hydronics Code, and the 2018 Edition of the Uniform Swimming, Spa & Hot Tub Code; making amendments to Title 9 (Buildings), of the South Gate Municipal Code and related actions. A copy of the ordinance may be reviewed in the City Clerk's office during normal business hours.

	City Council Meeting
DATE:	Tuesday, May 12, 2020
TIME:	6:30 pm
PLACE:	City Hall Council Chamber 8650 California Avenue South Gate, California 90280

All persons interested in this matter are invited to testify or present evidence upon any matter relating thereto.

THIS NOTICE IS GIVEN by order of the City Clerk of the City of South Gate and is dated this April 29, 2020.

---

**CARMEN AVALOS, City Clerk**

## **ATTACHMENT E**

### **Advisories and Code Updates**

Important Notice Regarding the 2019 Building Standards.

If you are a City of South Gate property owner or an architect, engineer, designer, or contractor that performs work within the City, please be advised that the City will be enforcing the following Building Standards, effective July 1, 2020:

2019 California Administrative Code,  
2019 California Building Code,  
2019 California Residential Code,  
2019 California Electrical Code,  
2019 California Mechanical Code,  
2019 California Plumbing Code,  
2019 California Energy Code,  
2019 California Historical Building Code,  
2019 California Existing Building Code,  
2019 California Green Building Standards Code, and  
2019 California Referenced Standards Code,  
2019 California Fire Code.

All new plan review applications submitted after June 30, 2020 will be required to comply with the above referenced code editions.

Building codes are available for purchase from the International Code Council.

Training classes are available through the following organizations:

- \* ICC (International Code Council)
- \* CALBO (California Building Officials)
- \* Local ICC Los Angeles Basin Chapter
- \* IAPMO (International Association of Plumbing and Mechanical Officials)

#### **Building Standards Currently Enforced**

2016 California Administrative Code,  
2016 California Building Code,  
2016 California Residential Code,  
2016 California Electrical Code,  
2016 California Mechanical Code,  
2016 California Plumbing Code,  
2016 California Existing Building Code,  
2016 California Historical Building Code,  
2016 California Green Building Standards Code,  
2016 California Energy Code,  
2016 California Referenced Standards Code, and  
2016 California Building Standards Code.

**Links to the following applicable document is provided:**

City of South Gate Title 9 – Building

[www.cityofsouthgate.org](http://www.cityofsouthgate.org) (Municipal Code-Title 9)

2019 California Green Building Standards Code

[www.bsc.ca.gov/Home/CALGreen.aspx](http://www.bsc.ca.gov/Home/CALGreen.aspx)

RECEIVED

MAY 19 2020

**City of South Gate**  
CITY COUNCIL

Item No. 7

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

9:30am

AGENDA BILL

For the Regular Meeting of: May 26, 2020  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

**SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO UPDATE THE JOB SPECIFICATION OF THE DIRECTOR OF PARKS & RECREATION POSITION IN THE PARKS & RECREATION DEPARTMENT**

**PURPOSE:** To update the job specification of the Director of Parks & Recreation position in the Parks & Recreation Department to bring it up to date before beginning the recruitment process.

**RECOMMENDED ACTION:** Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specification of the Director of Parks & Recreation position in the Parks & Recreation Department.

**FISCAL IMPACT:** There is no fiscal impact associated with updating the job specification of the Director of Parks & Recreation position. The Fiscal Year 2019/20 budget included funding for this position.

**ANALYSIS:** None

**BACKGROUND:** The Director of Parks & Recreation position in the Parks & Recreation Department was vacated last December due to a retirement. Staff is recommending that the City Council approve an updated job specification before staff opens the position for recruitment.

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.

In the continued effort to bring job specifications up-to-date, Human Resources staff worked with the City Manager to update the job specification of the Director of Parks & Recreation position. As a result, the job specification is being updated to include relevant duties and experience level requirements and making it compliant with the Americans with Disabilities Act (ADA) by designating essential functions and including physical standards and work environment requirements.

**ATTACHMENTS:** A) Proposed Resolution (with updated job specification)  
B) Red-lined Director of Parks & Recreation job specification



**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 UPDATE THE JOB SPECIFICATION OF THE DIRECTOR OF PARKS & RECREATION POSITION IN THE PARKS & RECREATION DEPARTMENT**

**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 City desires to update the job specification of the Director of Parks & Recreation position in the Parks & Recreation Department; and

**WHEREAS**, the City, based on evaluation, has determined that changes are necessary to the job specification of the Director of Parks & Recreation position, 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 the City Manager, has determined that it is proper to update the job specification of the Director of Parks & Recreation position;

[Remainder of page left blank intentionally]

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

**SECTION 1.** The City Council hereby approves and adopts the proposed amendment to the City's Salary Resolution and Position Classification Plan to update the position of Director of Parks & Recreation in the Parks & Recreation Department.

**SECTION 2.** The City Council hereby approves and adopts the proposed job specification for the Director of Parks & Recreation position, attached hereto as Exhibit "A."

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

**PASSED, APPROVED and ADOPTED** this 26<sup>th</sup> day of May 2020.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

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

(SEAL)

**APPROVED AS TO FORM:**

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

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

**DIRECTOR OF PARKS & RECREATION**

**DESCRIPTION**

Under direction of the City Manager, plan, organize and direct a diversified program of public recreation and the development and maintenance of park facilities and recreational areas; perform related duties as assigned.

**CLASS CHARACTERISTICS**

The Director of Parks & Recreation is responsible for the management and direction of all Parks & Recreation Department activities. The Director of Parks & Recreation is a member of the Senior Executive Team of the City, also known as the Top Management Group.

**SUPERVISION RECEIVED**

Works under the general administrative direction and supervision of the City Manager.

**SUPERVISION EXERCISED**

Exercises direct supervision over all divisions of the Parks & Recreation Department and all departmental operations and staff.

**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.*

Develop and administer plans for an integrated program of recreational activities and events.

Analyze community needs and interests and design or adapt programs to meet those needs in accordance with available resources and City ordinances.

Oversees the year-round transit programs in the City, including MTA ticket sales, Phone-A-Ride, para-transit programs and County grant-funded programs.

Coordinate departmental recreation programs with schools to exchange use of facilities and eliminate duplication of activities; coordinate departmental activities with commercial and private organizations, public agencies and other communities offering recreational opportunities to stimulate a broad community interest in recreation.

Direct the dissemination of publicity and information on recreation activities and events through the news media, appearances before community groups and personal contacts; advise on recreation and leisure events and use of recreation areas and facilities.

Enlist contributions of recreational and/or park equipment and volunteers to support and expand these on-going activities.

## **DIRECTOR OF PARKS & RECREATION (Cont.)**

Direct and coordinate the grounds and custodial maintenance of parks and park buildings and facilities; review maintenance techniques and use of equipment to evaluate productivity; determine the need for a coordinated Public Works maintenance program in the parks.

Develop and implement park planning in conjunction with other departments and the Parks Commission; conduct surveys, make reports and act as advisor to the Commission.

Supervise the leasing of concessions for parks and the golf course and monitor their operations to ensure satisfactory service to the public.

Prepare annual budget and monitor its status throughout the fiscal year; analyze revenue and expenditure reports; develop new entrepreneurial-type programs that will provide new sources of revenue for the City.

Select and assign new employees.

Assume responsibility for the custody and safeguarding of parks equipment, facilities and property.

Attend City Council meetings, conferences and meetings on park and recreation matters. Attend special recreation, social and cultural events planned by the Department. Direct and participates in the preparation of reports and correspondence and the maintenance of departmental records.

### **QUALIFICATIONS**

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

#### **Education and Experience**

A Bachelor's Degree in recreation, park management or public administration and five (5) years of increasingly responsible professional supervisory experience. A Master's Degree in Public Administration or Business Administration is desirable.

#### **Licenses/Certifications/Special Requirements**

Possession of a California Board of Parks Certificate is desirable. Bilingual in English and Spanish is desirable. 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.

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

Knowledge of: the principles and techniques involved in public recreation; modern methods of park developments and maintenance; community problems, needs and resources related to fields of recreation and public parks administration.

Ability to: plan and direct the work of personnel engaged in the development and maintenance of parks and park facilities and in the conduct of recreation programs; integrate citizen participation into effective recreation and parks programs; create effective recreation and parks programs; communicate effectively orally and in writing; prepare communications and reports; perform analytical studies; establish and maintain effective relationships with other governmental agencies, city officials, other employees and the public.

## **DIRECTOR OF PARKS & RECREATION (Cont.)**

### **ADDITIONAL INFORMATION:**

#### **CALIFORNIA DEPARTMENT OF MOTOR VEHICLES (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 to the City of South Gate on a periodic basis. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

#### **PHYSICAL DEMANDS AND WORK ENVIRONMENT**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, stand, talk and/or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 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.

DIRECTOR OF PARKS & RECREATION

Revised, 09/06/2002

Revised, 09/09/2003

Revised, 06/25/2013

Revised, 05/26/2020

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

**DIRECTOR OF PARKS ~~&AND~~ RECREATION**

**DESCRIPTION**

Under direction of the City Manager, plan, organize and direct a diversified program of public recreation and the development and maintenance of park facilities and recreational areas; perform related duties as assigned.

**CLASS CHARACTERISTICS**

The Director of Parks & Recreation is responsible for the management and direction of all Parks & Recreation Department activities. The Director of Parks & Recreation is a member of the Senior Executive Team of the City, also known as the Top Management Group.

**SUPERVISION RECEIVED**

Works under the general administrative direction and supervision of the City Manager.

**SUPERVISION EXERCISED**

Exercises direct supervision over all divisions of [the Parks & Recreation Department](#) and all departmental operations and staff.

**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.*

*Essential functions include, but are not limited to, the following:*

Develop and administer plans ~~efor~~ an integrated program of recreational activities and events.

Analyze community needs and interests and design or adapt programs to meet those needs in accordance with available resources and City ordinances.

Oversees the year-round transit programs in the City, including ~~M,T,A~~ ticket sales, Phone-A-Ride, para-transit programs and County grant-funded programs.

Coordinate departmental recreation programs with schools to exchange use of facilities and eliminate duplication of activities; coordinate departmental activities with commercial and private organizations, public agencies and other communities offering recreational opportunities to stimulate a broad community interest in recreation.

Direct the dissemination of publicity and information on recreation activities and events through the news media, appearances before community groups and personal contacts; advise on recreation and leisure events and use of recreation areas and facilities.

Enlist contributions of recreational ~~and~~/or park equipment and volunteers to support and expand these ~~oi~~n-going activities.



## **DIRECTOR OF PARKS ~~&AND~~ RECREATION (cont.)**

Direct and coordinate the grounds and custodial maintenance of parks and park buildings and facilities; review maintenance techniques and use of equipment to evaluate productivity; determine the need for a coordinated Public Works maintenance ~~program~~requirements in the parks.

Develop and implement park planning in conjunction with other departments and the Parks Commission; conduct surveys, make reports and act as advisor to the Commission.

Supervise the leasing of concessions for parks and the golf course and monitor their operations to ensure satisfactory service to the public.

Prepare annual budget and monitor its status throughout the fiscal year; analyze revenue and expenditure ~~potential~~reports; develop new entrepreneurial-type programs that will provide new sources of revenue for the City.

Select and assign new employees ~~for training~~.

Assume responsibility for the custody and safeguarding of ~~P~~parks equipment, facilities and property.

Attend City Council meetings, conferences and meetings on park and recreation matters. Attend special recreation, social and cultural events planned by the Department. Direct and participates in the preparation of reports and correspondence and the maintenance of departmental records.

### **QUALIFICATIONS**

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

#### Education~~Training~~ and Experience

Any combination equivalent to a Bachelor's Degree in recreation, park management or public administration and five (5) years of increasingly responsible ~~professional~~ supervisory ~~professional~~ experience. -A Master's Degree in Public Administration or Business Administration is desirable.

#### Licenses/Certifications/Special Requirements

Possession of a California Board of Parks Certificate is desirable. Bilingual in English and Spanish is desirable. Possession of ~~or ability to obtain~~ 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.

#### Knowledge, Skills and Abilities

Knowledge of: the principles and techniques involved in public recreation; modern methods of park developments and maintenance; community problems, needs and resources related to fields of recreation and public parks administration.

Ability to: plan and direct the work of personnel engaged in the development and maintenance of parks and park facilities and in the conduct of recreation programs; integrate citizen participation into effective recreation and parks programs; create effective recreation and parks programs; communicate effectively orally and in writing; prepare communications and reports; perform analytical studies; establish and maintain effective relationships with other governmental agencies, city officials, other employees and the public.

## **DIRECTOR OF PARKS ~~&AND~~ RECREATION (cont.)**

### **ADDITIONAL INFORMATION:**

#### **CALIFORNIA DEPARTMENT OF MOTOR VEHICLES (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 ~~on a periodic basis~~. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

#### **PHYSICAL DEMANDS AND WORK ENVIRONMENT**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, stand, talk ~~and~~/or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. -The employee must occasionally lift and/or move up to 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.

DIRECTOR OF PARKS & RECREATION

Revised, 09/06/2002

Revised, 09/09/2003

Revised, 06/25/2013

Revised, 05\*\*/26\*\*/2020

RECEIVED

MAY 20 2020

*City of South Gate*  
CITY COUNCIL

Item No. 8

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

3:20pm

AGENDA BILL

For the Regular Meeting of: May 26, 2020  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

**SUBJECT: PROFESSIONAL SERVICES AGREEMENTS WITH CLIENTFIRST TECHNOLOGY CONSULTING FOR IT PROJECT MANAGEMENT AND E-MAIL INITIATIVES**

**PURPOSE:** To approve an amendment to Contract No. 2020-22-AC for continued project management related to the initial implementation of the Technology Master Plan (TMP) and to approve two separate Professional Services Agreements (PSAs) for consulting services related to two specific e-mail initiatives in the TMP.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 1 to Contract No. 2020-22-AC with ClientFirst Technology Consulting for continued project management related to the initial implementation of the Technology Master Plan, in an amount not-to-exceed \$62,390.00;
- b. Approve Professional Services Agreement with ClientFirst Technology Consulting for Implementation of an E-mail Archive Solution, in an amount not-to-exceed \$7,350.00; and
- c. Approve Professional Services Agreement with ClientFirst Technology Consulting for the Office 365 Migration Project, in amount not-to-exceed \$26,600.00.

**FISCAL IMPACT:** The estimated cost of the 6-Year Technology Master Plan is \$13.1M. As stated when the TMP was accepted by the City Council on January 28, 2020, funding for the first year projects would be appropriated separately as the individual projects were started. In subsequent fiscal years, however, a budget appropriation will be included in the annual Municipal Budget for the projects scheduled for that year. The costs of Amendment No. 1 to Contract No. 2020-22-AC and the PSAs for the two small projects included in this report, which together total \$96,340.00, can be funded from within the current Information Systems Fund budget.

**ALIGNMENT WITH COUNCIL GOALS:** Completing the Technology Master Plan (TMP) (Item #158) is included in the Fiscal Year 2019/20 Work Program. The TMP has been completed and now staff is moving forward with the implementation of specific initiatives included in the TMP. The TMP includes a series of achievable projects and initiatives recommended for implementation over the next six years that are be appropriately aligned with the City Council's and staff's goals and objectives.

**ANALYSIS:** City staff rely heavily on technology to accomplish many of their daily tasks. The public relies on technology to interact with staff, to pay for City services, to get information about what is happening in the City, etc. However, the City has not given much priority to our information technology infrastructure over the last 10 years. As with most assets, if you do not invest in the proper maintenance and repairs, the technology

infrastructure will soon fall into disrepair and ultimately fail. In order to avoid getting to that point, the City Council accepted staff's proposed Technology Master Plan, similar to previous master plans approved for our water and sewer systems, street and roads, and city sidewalks. Staff is now starting to implement the various initiatives in accordance with the plan.

**BACKGROUND:** Technology is key to providing excellent customer service for our residents and businesses in South Gate. Over the last few years, citizens have been requesting the ability to handle more transactions online, have more efficient interactions with City staff and greater transparency. In order to respond to the growing demand for technology enhancements, it is imperative that technology projects and purchases going forward focus on standardization, integration and consolidation to improve the efficiency and effectiveness of delivering municipal services. To that end, the 6-year Technology Master Plan was developed. The Professional Services Agreements presented for approval in the agenda bill will assist staff in getting some of the early initiatives progressing.

The first recommendation is to amend the current agreement with ClientFirst, the City's TMP Consultant, so they can continue to assist staff with overall project management of the TMP. The original PSA was approved under the City Manager's authority, but the amendment will take the total amount of the Agreement to over \$50,000.00, which requires City Council approval. The cost of Amendment No. 1 to the current contract is \$62,390.00, and when added to the original contract of \$48,380.00, will bring the total cost of the Agreement to \$110,770.00. The Amendment also extends the term of the agreement from July 2, 2020 to September 30, 2020.

The second PSA is for the implementation of an e-mail archiving system. Currently, the City's e-mail system is overloaded and back-ups can take more than 24 hours to complete. Efforts have been made to reduce email storage needs, staff have deleted any emails they feel are no longer necessary. The City needs to implement an automated system for archiving e-mails which will safely and securely store e-mails for staff reference and public records requests while purging them from the email system in accordance with the City's records retention protocols. The e-mail archiving system will also reduce the burden on the e-mail system because it will remove hundreds of thousands of e-mails that are stored locally on the City's exchange server and move them to a cloud-based archiving system. The e-mail archiving system will help prevent the server from future failures like the one we encountered a few weeks ago. Moving older emails to the e-mail archiving system will also reduce the time required to convert to Office 365 (discussed below). This Agreement for the consultants to research and find the optimal e-mail archiving solution and assist staff with its implementation is in the amount of \$7,350.00 and the one-time cost of the e-mail archiving system is estimated to be around \$12,000.00.

The third PSA is for ClientFirst to handle the migration of the City's current Outlook Exchange e-mail system to a cloud-based Office 365 e-mail system. This is a critical initiative for the City. Our current Outlook Exchange e-mail system is end-of-life and is not sustainable. The City has experienced several e-mail outages, with the most recent failure causing an outage of more than 48 hours for some users of the Exchange server. Office 365 is the current gold standard of e-mail systems and will provide the City to be on a platform that is efficient and manageable and one that is not limited by physical server storage constraints as our current system is. Office 365 also enhances the ability of staff to remote access and utilize the email system. The TMP recommends a future expansion of Office 365 to include moving file storage to the cloud and utilization of Microsoft collaboration tools. This Agreement for the consultants to perform the migration to Office 365 is in the amount of \$26,600.00 and the recurring annual cost for the Office 365 system, based on our current 350+ users, will be approximately \$60,000.00.

**ATTACHMENTS:** A. Amendment No. 1 to Contract No. 2020-22-AC  
B. Professional Service Agreement for Implementation of an E-mail Archive Solution  
C. Professional Services Agreement for the Office 365 Migration Project

Amendment No. 1 to  
Contract No. 2020-22-AC**AMENDMENT NO. 1 TO CONTRACT NO. 2020-22-AC  
FOR IT PROJECT MANAGEMENT SERVICES  
BETWEEN THE CITY OF SOUTH GATE  
AND CLIENTFIRST TECHNOLOGY CONSULTING**

This Amendment No. 1 to Contract No. 2020-22-AC for IT Project Management Services ("Amendment No. 1") is made and entered into on May 26, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, a California limited liability corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to as "Parties."

**RECITALS**

**WHEREAS**, on March 2, 2020, City and Consultant executed Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide IT Project Management Services, through and including July 2, 2020, in an amount not to exceed Forty-Eight Thousand Three Hundred Eighty Dollars (\$48,380) (Exhibit "B"); and

**WHEREAS**, City and Consultant desire to execute Amendment No. 1 to provide continued IT Project Management Services, through and including September 30, 2020, in an amount not to exceed Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390), under the terms and conditions of the Agreement and Amendment No. 1, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of One Hundred Ten Thousand Seven Hundred Seventy Dollars (\$110,770).

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

**1. MODIFICATION TO AGREEMENT.**

- 1.0 SCOPE OF WORK.** Consultant agrees to continue its services and perform the tasks identified in Exhibit "A" and made a part of the Agreement and this Amendment No. 1. The Scope of Work may be amended from time to time by way of a written directive from City.
- 2.0 COMPENSATION.** The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390)**. No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A", unless first approved by the Director of Administrative Services. No travel expenses to attend business meetings and/or any other business, other than mileage, shall be billed to City.



2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CLIENTFIRST TECHNOLOGY  
CONSULTING:**

By: \_\_\_\_\_  
David Krout, Managing Partner

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



May 19, 2020

Ms. Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**RE: Proposal for Continuing IT Project Management**

Dear Ms. Acosta:

Please accept this letter as our proposal for ClientFirst to continue to provide project management oversight for the initial implementation of the Technology Master Plan. We propose to continue to oversee with IT strategy, management, project oversight, and vendor coordination until September 30, 2020.

We initially began project management activities in March, and we were immediately involved in the City's COVID-19 response. We began assisting the City in whatever way we could. We worked with the IT team to expedite Technology Master Plan projects that were critical "work-from-home," Zoom implementation, and email system stabilization.

Just when staff were acclimating to COVID-19 and "work-from-home," the email server (Exchange) crashed. The most straightforward recovery scenario, retrieving email from backup, would have caused email to be offline for days and created a significant loss of email. An alternate solution was developed that was more time consuming resulted in a relatively rapid return to a functioning email system and nearly full recovery of email, calendars, and other Outlook functionality.

These emergency projects consumed project management and network engineering time at a rapid pace, causing ClientFirst a funding shortfall that has prevented us from fulfilling our project management duties through the end of June as our initial agreement stated.

This proposal is an extension of our original project management agreement to cover the period of May through September 2020. In the next few days, we expect our work efforts to more closely resemble our proposed work plan.

## Scope of Work

The City has requested that ClientFirst provide information technology organization and operational consulting services to the City in order to promptly begin implementation of the Technology Master Plan dated November 2019. The plan recommends significant technology investments to replace obsolete equipment and software over the next two years. We expect to provide project management for the plan until the City hires an IT Manager to direct the plan over the long term.

We propose to provide information technology strategy, management, and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

- Oversee in the development of a job description and job classification for an IT Manager
  - ◆ Create a draft IT Manager job description
  - ◆ Work with staff to finalize job description and job classification
  - ◆ Oversee in the recruitment and candidate selection process



- ♦ Work with management and selected candidate to further define priorities and tasks during onboarding
- Advise and oversee the procurement and project management of projects identified as high-priority in the Technology Master Plan
  - ♦ Provide oversight related to managing priorities and day-to-day staff workloads
- Advise and oversee the implementation of IT Operations Best Practices
  - ♦ Focus on the creation and implementation of IT Operations Best Practices to provide additional structure for IT staff activities
- Advise and oversee IT Procurement and Project Management Best Practices
  - ♦ Provide oversight with the procurement of the items identified as high-priority as a part of the Technology Master Planning process
  - ♦ Work with City IT staff to create and implement an inclusive methodology for vendor selection
- Coordinate vendor activities and provide project-related advice as necessary
- Coordinate project and management communications and provide oversight as necessary
- Facilitate and participate in weekly IT project team meetings
  - ♦ Participate in critical or high-priority project review meetings
- Oversee with project coordination in conjunction with City project coordinators
- Other IT strategy and management oversight as needed

Under the direction of the City's Director of Administrative Services, ClientFirst will provide such oversight on a time-and-materials basis until September 30, 2020.

## Fees

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special or Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
Administrative Staff	\$ 55
Consultant	\$ 125
Network Consultant	\$ 150
Senior Network Consultant	\$ 175
Partner/Project Manager	\$ 195

## Proposed Work Plan

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:



Step	IT Project Management	Weeks	Total Hours	Tom J.	Aaron
<b>IT Operational Assistance</b>				<b>Hours/Week</b>	<b>Hours/Week</b>
1	Team Meetings	22	66	1	2
2	Oversight of Technology Master Plan Projects	22	220	2	8
3	IT Manager Job Description and Recruitment Assistance	1	16	16	0
4	IT Procurement and Project Management Best Practices	1	40	20	20
		Hours	342	102	240
		Rates		\$ 195	\$ 175
		Fees	\$ 61,890		
		Expenses	\$ 500		
		<b>Total</b>	<b>\$ 62,390</b>		

### Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.

### Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

If you have any questions, feel free to contact me at 951.739.7989 or via email at [tjakobsen@clientfirstcg.com](mailto:tjakobsen@clientfirstcg.com) for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

**Tom Jakobsen**

*Senior Partner*

IT Infrastructure and Support Practice Leader

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR IT PROJECT MANAGEMENT SERVICES  
BETWEEN THE CITY OF SOUTH GATE  
AND CLIENTFIRST CONSULTING GROUP**

This Agreement for Professional Services for IT Project Management Services ("Agreement") is made and entered into on March 2, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Consulting Group, dba ClientFirst Technology Consulting, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain Consultant for Information Technology (IT) Project Management;

**WHEREAS**, Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with the Consultant to perform the services described in Exhibit "A" of this Agreement.

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

1. **SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached hereto as Exhibit "A" and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive mutually agreed to by City and Consultant.
2. **TERM OF AGREEMENT.** This Agreement will become effective on March 2, 2020, and will remain in effect for a period of four (4) months from said date or until project is completed, unless otherwise expressly extended and agreed to by both Parties or terminated by either party as provided herein.
3. **CITY AGENT.** The Director of Administrative Services, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Administrative Services, or designee, has the authority to provide that approval or authorization.
4. **COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in Exhibit "A.". No additional compensation shall be paid for any other expenses incurred unless first approved by the Director of Administrative Services.

- 4.1** The Consultant shall submit to the City a monthly bill for services. The City shall pay the Consultant upon thirty (60) days of receipt of the invoice.
- 4.2** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
- 5. CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.
- 5.1** The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.
- 6. GENERAL TERMS AND CONDITIONS.**
- 6.1 Termination.** Either the City Agent or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.
- 6.1.1** In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination and the provisions of Section 2 related to Consultant's rights to fee payments for recommendations implemented by City within twelve (12) months of Consultant delivering the recommendation to City shall still be applicable. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.
- 6.1.2** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work



satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

- 6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.
- 6.3 Non-Discrimination.** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, County, and City governments.
- 6.4 Insurance.** The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
- a) Workers' Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
  - b) Comprehensive general and automotive liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:
    - i. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by the City.
    - ii. Name and list as additional insured the City, its officers and employees.
    - iii. Specify its acts as primary insurance.
    - iv. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the City of such cancellation or material change."
    - v. Cover the operations of the Consultant pursuant to the terms of this Agreement.



- 6.5 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.6 Compliance With Applicable Law.** The consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.
- 6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.
- 6.7.1.** The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.
- 6.8 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- 6.9 Legal Construction.**
- a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.
  - b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
  - d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.10 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties herein.
- 6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.
- 6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.
- 6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.14 Waiver; Remedies Cumulative.** Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such a party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and

invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.15 Mitigation of Damages.** In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.
- 6.16 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.17 Attorney's Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 6.18 Entire Agreement.** This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.
- 6.19 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**  
Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9524

**WITH A COURTESY COPY TO:**  
Carmen Avalos  
City Clerk  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9511

**TO CONSULTANT:**  
David Krout  
Managing Partner  
ClientFirst Technology Consulting  
980 Montecito Drive, Suite 209  
Corona, CA 92879  
(951) 739-7989

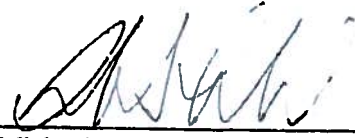
- 6.20 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.
- 6.21 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.22 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

[Remainder of page left blank intentionally.]

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

**CITY OF SOUTH GATE:**

By:

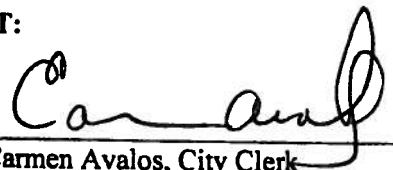
  
Michael Flad, City Manager

Date:

3-11-20

**ATTEST:**

By:

  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:

  
Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY  
CONSULTING:**

By:

  
David Krout, Managing Partner

Date:

3/17/2020

February 28, 2020

Ms. Jackie Acosta  
Administrative Services Director  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**RE: Proposal for IT Project Management**

Dear Ms. Acosta:

Please accept this letter as our proposal for *CLIENTFIRST* to provide oversight with the IT Project Manager for the initial implementation of the Technology Master Plan. We propose to oversee with IT strategy, management, project oversight, and vendor coordination until June 30, 2020.

### Scope of Work

The City has requested that *CLIENTFIRST* provide information technology organization and operational consulting services to the City in order to promptly begin implementation of the Technology Master Plan dated November 2019. The plan recommends significant technology investments to replace obsolete equipment and software over the next two years. We expect to provide project management for the plan until the City hires an IT Manager to direct the plan over the long term.

We propose to provide information technology strategy, management, and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

- Oversee in the development of a job description and job classification for an IT Manager
  - Create a draft IT Manager job description
  - Work with staff to finalize job description and job classification
  - Oversee in the recruitment and candidate selection process
  - Work with management and selected candidate to further define priorities and tasks during onboarding
- Advise and oversee the procurement and project management of projects identified as high priority in the Technology Master Plan
  - Provide oversight related to managing priorities and day-to-day staff workloads
- Advise and oversee the implementation of IT Operations Best Practices
  - Focus on the creation and implementation of IT Operations Best Practices to provide additional structure for IT staff activities
- Advise and oversee IT Procurement and Project Management Best Practices
  - Provide oversight with the procurement of the items identified as high priority as a part of the Technology Master Planning process
  - Work with City IT staff to create and implement an inclusive methodology for vendor selection
- Coordinate vendor activities and provide project-related advice as necessary
- Coordinate project and management communications and provide oversight as necessary





- Facilitate and participate in weekly IT project team meetings
  - Participate in critical or high-priority project review meetings
- Oversee project coordination in conjunction with City project coordinators
- Other IT strategy and management oversight as needed

Under the direction of the City's Director of Administrative Services, *CLIENTFIRST* will provide such oversight on a time-and-materials basis until June 30, 2020.

## Fees

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special on Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
Administrative Staff	\$ 55
Consultant	\$ 125
Network Consultant	\$ 150
Senior Network Consultant	\$ 175
Partner/Project Manager	\$ 195

## Proposed Work Plan

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:

Step	IT Project Management	Weeks	Total Hours	Tom J.	Aaron
<b>IT Operational Assistance</b>				<b>Hours/Week</b>	<b>Hours/Week</b>
1	Team Meetings	16	48	1	2
2	Oversight of Technology Master Plan Projects	16	160	2	8
3	IT Manager Job Description and Recruitment Assistance	1	16	16	0
4	IT Procurement and Project Management Best Practices	1	40	20	20
	Hours		264	84	180
	Rates			\$ 195	\$ 175
	Fees		\$ 47,880		
	Expenses		\$ 500		
	Total		\$ 48,380		



### Additional Services/Purchases by Other Seeking Public Agencies

*CLIENTFIRST* acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract. *CLIENTFIRST* has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. Before a seeking public agency can piggyback any contract, the seeking agency must first obtain *CLIENTFIRST*'s written approval.

### Payment Terms

We invoice monthly as work proceeds. *CLIENTFIRST* will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

If you have any questions, feel free to contact me at 951.739.7989 or via email at [tjakobsen@clientfirstcg.com](mailto:tjakobsen@clientfirstcg.com) for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

**Tom Jakobsen**

*Senior Partner*

IT Infrastructure and Support Practice Leader

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR E-MAIL ARCHIVE SOLUTION IMPLEMENTATION  
BETWEEN THE CITY OF SOUTH GATE  
AND CLIENFIRST TECHNOLOGY CONSULTING**

This Agreement for Professional Services for the Implementation of an E-Mail Archive Solution ("Agreement") is made and entered into on May 26, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, a California limited liability corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain professional services for the implementation of an E-Mail archive solution; and

**WHEREAS**, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

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

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Seven Thousand Three Hundred Fifty Dollars (\$7,350)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Administrative Services.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
  - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of May 26, 2020, and will remain in effect through and including completion of the Scope of Services attached hereto as Exhibit "A" unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Administrative Services, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Administrative Services has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

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

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

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

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry,

sec, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

**6.5 Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

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

**6.5.2** Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."



- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

- 6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.
- 6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.
- 6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.
- 6.8.2.** Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

**6.9 Consultant's Personnel.**

- 6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

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

**6.11 Legal Construction.**

- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

- 6.12 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
- 6.13 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**

City of South Gate  
Jackie Acosta  
Director of Administrative Services  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [jacosta@sogate.org](mailto:jacosta@sogate.org)

**WITH COURTESY COPY TO:**

City of South Gate  
Carmen Avalos  
City Clerk  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [cavalos@sogate.org](mailto:cavalos@sogate.org)

**TO CONSULTANT:**

ClientFirst Technology Consulting  
David Krout  
Managing Partner  
980 Montecito Drive, Suite 209  
Corona, CA 92879  
E-mail: [dkrout@clientfirstcg.com](mailto:dkrout@clientfirstcg.com)

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

- 6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party 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.
- 6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

[Remainder of page left blank intentionally]

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CLIENTFIRST TECHNOLOGY  
CONSULTING:**

By: \_\_\_\_\_  
David Krout, Managing Partner

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



May 19, 2020

Ms. Jackie Acosta  
 Director of Administrative Services  
 City of South Gate  
 8650 California Avenue  
 South Gate, CA 90280

**Re: Proposal for Electronic Mail Archive Solution Implementation**

Dear Ms. Acosta:

ClientFirst Technology Consulting is pleased to provide the City of South Gate with this proposal to assist with the implementation of an electronic mail archive solution. Implementing an email archive solution will provide a location for staff to save and retrieve older emails without continuing to overburden the on-premise email (Exchange) server.

Many staff have saved years of emails on the server. Old emails degrade desktop performance and email server performance, and they also slow backups and reduce flexibility in managing email. Over time, we expect to move copies of all emails over two years old to the archiving solution, freeing up gigabits of space and preparing the system for a conversion to Office 365 for email.

We value the confidence you have placed in us.

## Scope and Approach

We propose to:

- Configure the cloud-based email archive system for South Gate.
- Configure archiving and deployment sources to match the requirements of the email archive solution.
- Revise mail flow to archive all new email automatically.
- Train IT staff to move existing local email archives (".PST" files) to the cloud-based email archive solution.
- Provide training materials for all staff to learn how to search and retrieve email from the archive.

## Work Plan

The following work plan outlines the project steps and the hours to be devoted by project team members.

Office 365 Migration: Barracuda Archiver Implementation		Total Hours	Aaron	Pete
<b>Project Coordination</b>		6	6	
<b>Set Up Barracuda ESS Mail Server</b>		28		28
Configure ESS and SPAM protection				
Change Mail Flow				
Configure Archiving and Deployment Source for Outlook				
Train staff to move .PST files to Archiver				
<b>Administrative Training</b>		8	8	
Hours by Consultant		42	14	28



## Fee Summary

Our professional fees are based on the scope and approach outlined in this proposal. To limit costs, we recommend the City purchase training materials. Our standard billing rates for these types of services are dependent on the levels and skill sets of the consultant(s) assigned to specific aspects of the project.

Office 365 Migration Phase 0: Barracuda Archiver Analysis and Discovery		Total Hours	Aaron	Pete
	Hours by Consultant	42	14	28
	Rates		\$175	\$175
	<b>Fees</b>	\$7,350		
	<b>Expenses</b>	\$ -		
	<b>Total</b>	<b>\$7,350</b>		

## Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

## Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

## Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

## Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.



If you have any questions, feel free to contact me at 951.739.7989 or via email at [tjakobsen@clientfirstcg.com](mailto:tjakobsen@clientfirstcg.com) for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Jakobsen'.

**Tom Jakobsen**

*Partner*

IT Support and Infrastructure Practice Leader

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR THE OFFICE 365 MIGRATION  
BETWEEN THE CITY OF SOUTH GATE  
AND CLIENFIRST TECHNOLOGY CONSULTING**

This Agreement for Professional Services for the Office 365 Migration ("Agreement") is made and entered into on May 26, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, a California limited liability corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain professional services for the Office 365 Migration; and

**WHEREAS**, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

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

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Twenty Six Thousand Six Hundred Dollars (\$26,600)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Administrative Services.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
  - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of May 26, 2020, and will remain in effect through and including completion of the Scope of Services attached hereto as Exhibit "A" unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Administrative Services, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Administrative Services has the authority to provide that approval or authorization.
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- 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

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

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

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

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry,



sec, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

**6.5 Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

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

**6.5.2** Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

- 6.6 **Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 **Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.
- 6.8 **Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.
  - 6.8.1. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.
  - 6.8.2. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

**6.9 Consultant's Personnel.**

- 6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

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

**6.11 Legal Construction.**

- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

- 6.12 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
- 6.13 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**

City of South Gate  
Jackie Acosta  
Director of Administrative Services  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [jacosta@sogate.org](mailto:jacosta@sogate.org)

**WITH COURTESY COPY TO:**

City of South Gate  
Carmen Avalos  
City Clerk  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [cavalos@sogate.org](mailto:cavalos@sogate.org)

**TO CONSULTANT:**

ClientFirst Technology Consulting  
David Krout  
Managing Partner  
980 Montecito Drive, Suite 209  
Corona, CA 92879  
E-mail: [dkrout@clientfirstcg.com](mailto:dkrout@clientfirstcg.com)

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

- 6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party 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.
- 6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

[Remainder of page left blank intentionally]



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

**CITY OF SOUTH GATE:**

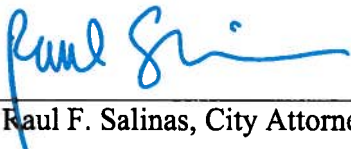
By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CLIENTFIRST TECHNOLOGY  
CONSULTING:**

By: \_\_\_\_\_  
David Krout, Managing Partner

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

May 19, 2020

Ms. Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**Re: Proposal for Office 365 Migration**

Dear Ms. Acosta:

ClientFirst Technology Consulting is pleased to provide the City of South Gate with this proposal for Office 365 Migration. We value the confidence you have placed in us.

Per our discussion, the City is interested in upgrading to Office 365 for electronic mail from Microsoft Exchange server. Our recent emergency work to rebuild the exchange server and recover staff emails place ClientFirst in a position to begin an Office 365 deployment immediately.

For this engagement, we propose the following services, conducted in two phases.

1. **Design (most important step)** – Review the current environment and develop a Gap Analysis versus Microsoft Best Practices for Exchange
2. **Migration** – Test and migrate users after Best Practices have been implemented

## Scope and Approach

Below is detail describing each phase:

### Phase 1: Analysis and Discovery

In this phase we propose to do the following major tasks:

- **Finalize Licensing for City** – Review agreements, configuration, and quotes
- **Microsoft Office Account** – Set up console, domain registration, licenses, and configuration
- **Environment Analysis** – Analyze email groups, resource records, public folders, permissions, sizes, archive data, .pst files, and network shares
- **Setup Analysis Prep Prior to Migration** – Set up permissions, public folders, shared email accounts, group authorities, and email flow (with client rep and end users)

### Phase 2: Email Migration and Consolidation

In this phase we propose to do the following major tasks. After this phase is completed, the City will be moved to Office 365 and all mail and ancillary services will be configured to support Office 365.

- **Migration Environment** – Active Directory sync and error correction, set up migration tool, clean up mailboxes
- **Migration Data Transfer** – Create and test data transfer jobs, assign accounts, transfer initial data, make data corrections



- **Migration Testing in Parallel** – Test special “test” accounts, send groups, book rooms, client settings, oversee Outlook upgrade (if needed—performed by South Gate IT team)
- **Complete Migration** – Transfer Domain Name Services (DNS) records to Office 365, test mail flow and Autodiscover, connect mobile devices, complete transfer of final data

## Work Plan

The following work plan outlines the project steps and the hours to be devoted by project team members.

### Phase 1: Analysis and Discovery

Step	Office 365 Migration Phase 1: Analysis and Discovery	Total Hours	Aaron	Pete
1	<b>Project Coordination</b>	8	8	
2	<b>Finalize Licensing for City</b>	4		4
	Review existing agreements			
	Determine best combined configuration			
	Receive and review quotes			
3	<b>Microsoft Office Account</b>	8		8
	Set up administrative console			
	Set up domain registration			
	Licenses and domain configuration			
4	<b>Environment Analysis</b>	12		12
	Email groups			
	Resource records			
	Public folders			
	Permissions/shared folders			
	Email sizes			
	Archival data			
	Local .pst files (Network shares archive files)			
5	<b>Set Up Analysis Prep Prior to Migration</b>	24		24
	Set up resource permissions			
	Set up public folders			
	Create shared email accounts			
	Assign group authorities			
	Work with client rep on mail flow			
	Work with end users on mail flow			
<b>Total Hours</b>		<b>56</b>	<b>8</b>	<b>48</b>



## Phase 2: Email Migration and Consolidation

Step	Office 365 Migration Phase 2: Email Migration and Consolidation	Total Hours	Aaron	Pete
1	<b>Project Coordination</b>	12	12	
2	<b>Migration Environment</b> Active Directory sync and error correction Migration tool set up/hybrid Set up Clean up of mailboxes	20		20
3	<b>Migration Data Transfer</b> Create data transfer jobs Test jobs Assign accounts Transfer initial data to Office 365 Work with staff to set up public folder to shared mailbox mappings Make data corrections	24		24
4	<b>Migration Testing</b> Parallel test on test accounts Send groups Book rooms Check client settings (establish if new profile required) Upgrade outlook if necessary (by client); assist in coordination	16		16
5	<b>Finish Migration</b> Transfer DNS records to Office 365 Test mail flow Test Autodiscover Connect mobile devices Complete transfer of final data Train the staff on O365 administration	24		24
<b>Total Hours</b>		<b>96</b>	<b>12</b>	<b>84</b>



## Fee Summary

Our professional fees are based on the scope and approach outlined in this proposal. Our standard billing rates for these types of services are dependent on the levels and skill sets of the consultant(s) assigned to specific aspects of the project.

Office 365 Migration and Training	Total Billable Hours
Phase 1: Analysis and Discovery	\$ 9,800
Phase 2: Email Migration and Consolidation	\$ 16,800
Total Hours	152
Rate	\$ 175
<b>Total Cost (not-to-exceed)</b>	<b>\$ 26,600</b>

## Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

## Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

## Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

## Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.



If you have any questions, feel free to contact me at 951.739.7989 or via email at [tjakobsen@clientfirstcg.com](mailto:tjakobsen@clientfirstcg.com) for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Jakobsen'.

**Tom Jakobsen**

*Senior Partner*

IT Support and Infrastructure Practice Leader



RECEIVED

MAY 20 2020

**City of South Gate Item No. 9**  
**CITY COUNCIL**

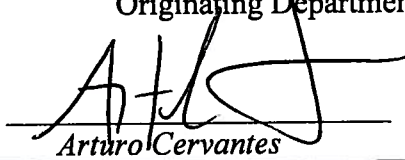
CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

**AGENDA BILL**

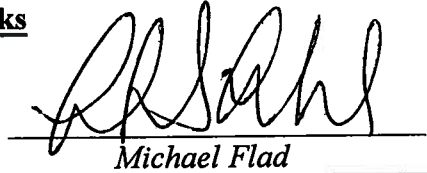
For the Regular Meeting of: May 26, 2020

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad

**SUBJECT: AMENDMENT TO, AND FUNDING APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2019/20**

**PURPOSE:** The Capital Improvement Program (CIP) is the City's financial plan for the implementation of infrastructure projects. Currently, the program has over \$62 Million in funding for various projects. Staff is proposing a CIP amendment to add four new projects to the CIP and funding appropriations for various projects: \$1,600,000 Million in funding for a project with prior City Council action, \$1,600,000 for three partially-funded projects, and \$205,000 in funding for a new project and a previously-approved project.

**RECOMMENDED ACTIONS:**

- a. Amend the Capital Improvement Program to add the following projects: (1) Citywide Residential Resurfacing Project, Phase I, City Project No. 637-ST (2) Police Department Parking Lot Expansion, City Project No. 594-GEN, (3) Police Department Fueling Station and Air Compressor Replacement, City Project No. 663-GEN, and (4) Warehouse Office Construction at Public Works Yard, City Project No. 664-GEN;
- b. Appropriate \$1,600,000 in Senate Bill 1 Funds to Account No. 311-790-31-9582, (Capital Projects Fund - Citywide Residential Resurfacing Project - Phase I, City Project No. 637-ST) to fund this project;
- c. Transfer \$240,000 from Account No. 311-790-49-9905 (Capital Projects Fund - Courthouse Adaptive Reuse Project, City Project No. 501-ARC) to Account No. 311-790-39-9113, (Capital Projects Fund - Police Department Parking Lot Expansion, City Project No. 594-GEN) to fund this project;
- d. Appropriate \$800,000 from the unrestricted balance of the Water Fund to Account No. 411-731-71-9557 (Water Fund - Water System Facilities Chlorination Upgrades, City Project No. 586-WTR) to fully fund the project;
- e. Appropriate \$200,000 from the unrestricted balance of the Water Fund to Account No. 411-731-71-9578 (Water Fund - Long Beach Boulevard Water Service Lateral Replacement, City Project No. 638-WTR) to fully fund the project;
- f. Appropriate \$600,000 from the unrestricted balance of the Water Fund to Account No. 411-731-71-9581 (Water Fund - AMI/AMR Meter Replacement - Phase III, City Project No. 649-WTR) to fully fund the project;
- g. Appropriate \$175,000 from the unassigned balance of the Building & Infrastructure Maintenance Fund to Account No. 311-790-39-9114 (Capital Projects Fund - Police Department Fueling Station and Air Compressor Replacement, City Project No. 663-GEN) to fund this project; and
- h. Appropriate \$30,000 from the unassigned balance of the Building & Infrastructure Maintenance Fund to Account No. 311-790-49-9911 (Capital Projects Fund - Warehouse Office Construction at Public Works Yard, City Project No. 664-GEN) to fund this project.


 **FISCAL IMPACT:** The recommended \$3,405,000 appropriation is proposed to be funded with \$1,600,000 in Senate Bill 1 (SB 1) Funds, \$1,600,000 in Water Funds and \$205,000 in Building & Infrastructure Maintenance Funds. The recommended \$240,000 transfer of funds is proposed to be funded with Capital Improvement Program Funds. A summary of the appropriations and transfers is shown in Table A below:

Table "A" - Funding Appropriations & Transfers					
Council Action	Fund	Fund	Appropriation/ Transfer Amount & Account	Justification	Improvement Types
b.	215	Senate Bill 1 (SB 1)	*\$1,600,000 311-790-31-9582	Funds for design & construction.	Citywide Residential Resurfacing Project - Phase I
Appropriations Sub-Total			\$1,600,000		
c.	311	Capital Improvement Projects	Transfer \$240,000 from 311-790-49-9905 to 311-790-39-9113	Funds for construction.	Police Department Parking Lot Expansion
Transfer Sub-Total			\$240,000		
d.	411	Water	***\$800,000 411-731-71-9557	Funds for construction.	Water System Facilities Chlorination Upgrades
e.			***\$200,000 411-731-71-9578		Long Beach Boulevard Water Service Lateral Replacement
f.			***\$600,000 411-731-71-9581	Funds for design & construction.	AMI/AMR Meter Replacement - Phase III
Appropriations Sub-Total			\$1,600,000		
g.	524	Building & Infrastructure Maintenance	**\$175,000 311-790-39-9114	Funds for replacement.	Police Department Fueling Station and Air Compressor Replacement
h.			**\$30,000 311-790-49-9911	Funds for design & construction.	Warehouse Office Construction at Public Works Yard
Appropriations Sub-Total			\$205,000		
Grand Total (Appropriations)			\$3,405,000		
Grand Total (Transfer of Funds)			\$240,000		

\* The City Council previously took action to program SB 1 Funds for these projects, under a State approval process.

\*\* This is a project proposed to be added to the CIP.

\*\*\* These projects are partially funded in the CIP. Funding is needed to fully fund the projects.

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

**ANALYSIS:** The Capital Improvements Program (CIP) contains projects that are at various stages of implementation and that are funded with a variety of funding sources. An amendment to the CIP is necessary to add four projects to it. The appropriations are necessary to allocate Senate Bill 1 (SB 1) funding, the amount of \$1,600,000 to a project previously programmed by the City Council under the State-mandated SB 1 approval process, to increase funding by \$1,600,000 for three partially-funded projects, and to program \$205,000 in funding for a new project and a previously-approved project. There is also a request to transfer available funds from one project which is currently on hold (the Courthouse Adaptive Reuse/Employment Resource Center project) to the Police Department Parking Lot Expansion project.

**BACKGROUND:** The CIP Program is the City's financial plan to fund municipal infrastructure projects. In general, program projects aim to achieve a variety of goals, such as: enhance transportation mobility, congestion relief, safety, deferred maintenance, water reliability and quality, quality of life, sustainability and beautification. Currently, the Capital Improvement Program has over \$62 Million in programmed funds for capital projects. Additional appropriations are necessary to fund new projects and to further fund projects that are already programmed in the CIP. The following is a

summary of the actions proposed herein:

- \$1,600,000 in funding is proposed to fund the Citywide Residential Resurfacing Project, Phase I. Through these projects, residential streets will be rehabilitated and improvements will be made to extend the life of aging roadway pavement.
- A transfer of \$240,000 in funding is proposed to fund the Police Department Parking Lot Expansion, City Project No. 594-GEN. This project proposes to extend the westerly end of the existing parking lot to provide eight additional parking stalls. Originally, this project was funded with General Funds programmed under the Courthouse Adaptive Reuse Project, City Project No. 561-ARC, to offset the impact from the project. It is now recommended as a stand-alone project because City Project No. 561-ARC is currently on hold, and may not be implemented. A transfer of funds is necessary to move the funding to the project's CIP project account.
- \$800,000 in funding is proposed for the Water System Facilities Chlorination Upgrades, City Project No. 586-WTR. The project is currently funded with Water funds in the amount of \$3,400,000. If approved, the total project budget will be \$4,200,000. The project aims to enhance water quality through the installation of permanent chlorination systems at seven existing water production facilities: Well No. 26, Well No. 27, Westside Reservoir, Well No. 28, Park Reservoir, Hawkins Reservoir, and Well No. 29.
- \$200,000 in funding is proposed for the Long Beach Boulevard Water Service Lateral Replacement Project, City Project No. 638-WTR. The project is currently funded with Water Funds in the amount of \$1,500,000. If approved, the total project budget will be \$1,700,000. The project aims to address deferred maintenance issues being experienced with aging and failing water laterals and fire hydrants. The project will enhance water system reliability and address issues of deferred maintenance. This appropriation is necessary in order to completely fund the project.
- \$600,000 in Water Funds is proposed for the AMI/AMR Meter Replacement Phase III, City Project No. 649-WTR. The project is currently funded with Water Funds in the amount of \$500,000. If approved, the total project budget will be \$1,100,000. This project proposes to replace over 1,700 aging water meters. The new meters will have technology that automates meter reading. This appropriation is necessary in order to completely fund the project.
- \$175,000 in Building & Infrastructure Maintenance Funds are proposed for the Police Department Fueling Station and Air Compressor Replacement, City Project No. 663-GEN. This project will replace all of the old and outdated equipment, piping, seals, gasoline dispenser, nozzles and other miscellaneous mechanical equipment. A transfer of funds is necessary to move the funding to a CIP project account.
- \$30,000 in funding is proposed to fund the Warehouse Office Construction at Public Works Yard, City Project No. 664-GEN. The project entails the construction of two offices in the Public Works Yard warehouse, including framing, electrical installation, lighting and air conditioning units.

**ATTACHMENT:** None

AM:lc

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Item No. 10

MAY 20 2020

*City of South Gate*  
CITY COUNCIL


CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

9:40am

AGENDA BILL

For the Regular Meeting of: May 26, 2020  
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 and Special Meeting minutes of April 28, 2020

**FISCAL IMPACT:** None.

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

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

**ATTACHMENTS:** City Council Minutes

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
TUESDAY, APRIL 28, 2020**

**CALL TO ORDER** Maria Davila, Mayor called a Special City Council meeting to order at 6:34 p.m.

**ROLL CALL** Carmen Avalos, City Clerk

**PRESENT** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz, and Council Member Gil Hurtado; City Treasurer Greg Martinez, City Manager Mike Flad, City Attorney Raul F. Salinas

**CLOSED SESSION** The Council Members recessed into Closed Session at 6:36 p.m. and reconvened at 7:17 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. Anthony Alvarez v. City of South Gate
- b. Erich Hellebrandt v. City of South Gate

For Item 1a and 1b a presentation was provided to City Council by the City Attorney. The City Attorney was authorized to defend both matters of litigation on a motion made by Vice Mayor Rios and seconded by Council Member Hurtado. The vote was 5 to 0.

2. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8

Property APN: 6323-004-907  
Property Address: 5821 Firestone Boulevard, South Gate, CA 90280  
City Negotiator: Michael Flad, City Manager  
Negotiating with: Jerry Dicker  
Under Negotiation: Terms of Sale

For Item 2 a presentation was provided to City Council by staff. At the conclusion of the presentation there was no reportable action.

**SPECIAL CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020**

**ADJOURNMENT**

Mayor Davila adjourned the meeting at 7:17 p.m. and seconded by Vice Mayor Rios.

**PASSED** and **APPROVED** this 26<sup>th</sup> day of May, 2020.

ATTEST:

\_\_\_\_\_  
Maria Davila, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk



**CITY OF SOUTH GATE  
REGULAR CITY COUNCIL MEETING  
MINUTES  
TUESDAY, APRIL 28, 2020**

- CALL TO ORDER** Maria Davila, Mayor called a Regular City Council meeting to order at 7:23 p.m.
- INVOCATION:** Pastor Bobby Scott, Community of Faith Bible Church
- PLEDGE OF ALLEGIANCE:** Jackie Acosta, Director of Administrative Services
- ROLL CALL:** Carmen Avalos, City Clerk
- PRESENT:** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Treasurer Gregory Martinez, City Manager Mike Flad, City Attorney Raul F. Salinas
- 1**  
**PROCLAMATIONS** The City Council issued a Proclamation declaring the week of April 12-18, 2020, as National Public Safety Telecommunicators' Week.
- 2**  
**APPOINTMENTS** Council Member Avalos was unanimously appointed as Council Auditor to review and verify the validity and accuracy of all warrants by motion of Mayor Davila and seconded by Vice Mayor Rios.
- ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes
- 3**  
**CDBG** The City Council unanimously approved A-N by motion of Council Member Hurtado and seconded by Vice Mayor Rios.
- ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes
- A.** Opened the public hearing and adopted Resolution No. 2020-013-CC entitled - Resolution of the City Council of City of South Gate, California, approving Substantial Amendment No. 1 to the City of South Gate Fiscal Year 2019-2020 Annual Action Plan reallocating CDBG funds and allocating CDBG-CV funds in accordance with the U.S. Department of Housing and Urban Development Regulations;

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

3

CDBG CONT'D

- B. Authorized an amendment of \$874,841 in CDBG-CV to the FY 2019/20 Annual Action Plan;
- C. Increased the FY 2019/20 revenue projection in Account Number 243-4692 (CDBG-CV Funds) by \$874,841;
- D. Authorized the reprogramming of FY 2019/20 CDBG (Code Enforcement) funds in the amount of \$375,000;
- E. Adopted Resolution No. 2020-14-CC entitled – Resolution of the City Council of the City of South Gate, California, approving the Small Business Job Retention and Creation Grant Program to assist qualified South Gate Businesses with Economic Development Assistance;
- F. Appropriated \$200,000 to Account Number 243-607-43-6664 for the Small Business Job Retention Program;
- G. Appropriated \$175,000 to Account Number 243-607-43-6645 for the Workforce Development Program;
- H. Appropriated \$124,968 to Account Number 243-607-43-6101 for CDBG-CV Admin;
- I. Appropriated \$286,200 to Account Number 243-607-43-6660 for the Senior Food Distribution Program;
- J. Appropriated \$62,500 to Account Number 243-607-43-6662 for COVID-19 Assessment and Testing;
- K. Appropriated \$45,000 to Account Number 243-607-43-6634 for the Homeless Services Program;
- L. Appropriated \$45,000 to Account Number 243-607-43-6656 for the Homeless Prevention and Counseling Services Program;
- M. Appropriated \$20,000 to Account Number 243-607-43-6622 for the Family Violence Prevention and Education Program; and
- N. Authorized the City Manager or his designee to enter into agreements with eligible sub-recipients, make all conforming modifications and edits, submit Substantial Amendment No. 1 to the FY 2019/20 Annual Action Plan to HUD; and execute all ancillary documents required by HUD.

Mike Flad, City Manager and Joe Perez, Director of Community Development provided a brief overview of the item.

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

3

CDBG CONT'D

Council Member Hurtado added that for the small business loan, staff indicated it was based on a first come first served basis. He would like to look into business necessity as an alternative. Is there any programs available to address the needs of people that have lost their jobs?

Mr. Perez responded that staff can provide a needs based criteria and report back to Council. The workforce development program will assist those that have lost their jobs. CDBG Funds have certain guidelines that the City needs to follow, being a senior or having a disability is easier to qualify for the funds. These programs have already been discussed with HUD and approved but we are required to amend our action plan as we are providing more funding to these programs.

Council Member Diaz inquired about programs that assist with food for those in need, the status of the testing and asked how many people we would be able to help with the \$45,000.

Steve Costley, Acting Parks and Recreation Director updated Council on the food distribution program.

Mr. Perez stated that these are recommendations and everything can be modified and there is also more funding available that we will be bringing back to the City Council.

Council Member Hurtado asked if any of these programs are overlapping any existing programs.

Mr. Perez explained that even though there is funding available from other sources sometimes there are gaps in the coverage and not all applicants can get the funding.

Council Member Avalos asked if these are additional funds to Koo's manufacturing contribution and can our residents get tested even without showing symptoms.

Mr. Flad stated that it is assessment testing. This is not open to anyone that is asymptomatic currently. These protocols are constantly changing. We as a state do not have the capacity to have everyone tested that is asymptomatic.

Vice Mayor Rios asked about how much money has been spent on the food distribution and offering help for the unemployed. He is also concerned with the first come first serve policy and would to see a different selection process.

Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item.

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

3

CDBG CONT'D

Jenny Carrillo, Altamed representative updated the Council on the testing center. They have opened up testing for COVID-19 to anyone who would want a test even if they are not showing symptoms. As of March 1<sup>st</sup> they have tested 2,174 at the South Gate evaluation center. 503 are South Gate residents and 86 people have tested positive. 217 have tested positive in South Gate with seven deaths. Currently, Altamed has lost 10.7 million dollars and at the end of the year we are estimated to lose 125 million dollars in revenue. Within the next three months many testing centers will close due to lack of funding and that is why partnerships with Cities is so important.

Council Member Avalos asked if Altamed is receiving federal or county funding. She also asked what the turnaround is when an individual is tested.

Ms. Carrillo responded that they have not received any federal or county funding for testing. We did receive funds for job loss. The county has been supporting Altamed with the test kits. The turnaround for results is about four to five days.

Council Member Hurtado asked if we know how many have recovered

Ms. Carrillo does not have that information but will get back to the City Manager with an answer.

Council Member Diaz stated that she has heard from residents that the number for Altamed is not an appointment line but they have to go online to make an appointment. Her concern is that many of our residents do not have internet and are unable to schedule an appointment online.

Ms. Carrillo stated that she would get back to our City Manager on this issue as well but it is Altamed's practice not to turn anyone away. So even if they do not have an appointment they will be seen.

Council Member Rios asked what happens when a person tests positive.

Ms. Carrillo stated that it depends on what stage the patient is in. Sometimes they get sent directly to urgent care. If they get a positive but are asymptomatic they get a note from the doctor to stay home for two weeks.

Mr. Flad asked if Ms. Carrillo could explain the assessment process that Altamed provides.

Ms. Carrillo provided an overview of the process.

Cynthia Esquivel, spoke on the funding for the Workforce Development.

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

3

CDBG CONT'D

Virginia Johnson, thanked staff for their work on this report and the Bell Shelter for their work with the homeless. She heard that a lot of the food that was being distributed contains a lot of unhealthy sodium.

Liz Ruiz thanked Council Member Diaz for her work on the food drive this weekend. She would like to see more funding set aside for those people that lost their jobs due to COVID 19. Is there a limit to how many time a person can be tested or are there any plans for an anti-body test?

Jennifer Cypert, thanked staff but stated that COVID 19 is ever evolving and there are people who have been out of work for three to four months while the average check for unemployment is taking a month to process. She like to see some sort of program that helps the people that are not seniors or part of the LAUSD food program.

Steve Lytle, Salvation Army thanked the City for their support and explained what services they can provide the community.

Candice Esquivel, would like to see more funding opportunities for the families that have lost jobs and income due to COVID 19.

John Montalvo, spoke on the criteria for the funding for the small businesses and the possibility of working with non-profits.

Jeff Farber, Helpline Services, thanked the City for their support and explained what services they can provide the community.

Luz Ruiz, thanked Council Member Diaz for working with Altamed and going through the testing process to better inform residents. She encourages Council Members to go out into the community to see firsthand what the residents need.

Seeing no come forward, Mayor Davila closed the public hearing.

4

CDBG

The City Council conducted a public hearing and unanimously approved A and B by motion of Vice Mayor Rios and seconded by Mayor Davila.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes

- a. The recommended Citizen's Advisory Committee's list of propose projects and allocations for Community Development Block Grant funds for fiscal year 2020/21; and

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

4

CDBG CONT'D

- b. Determined the amounts to be appropriated per project from the estimated \$1,400,000 Community Development Block Grant funding for fiscal year 2020/21.

Mike Flad, City Manager and Joe Perez, Director of Community Development provided a brief overview of the item.

Council Member Avalos asked how many South Gate residents are assisted by organizations.

Mr. Perez stated that many of the organizations are in the audience and will be able to answer that question specifically.

Council Member Hurtado asked how the amount of money is distributed to the various organizations and if any organizations that specialize in mental health applied for the funds.

Mr. Perez explained the criteria the Citizen's Advisory Committee Members follow and noted that it is based on the area that the organization is in. As for the organizations that specialize in mental health, Helpline has a whole mental health division that is provided to the community.

Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item.

Virginia Johnson, is hoping that the City Council will accept the recommendation of the Citizen's Advisory Committee Members.

John Montalvo, was concerned with the way that application from Volunteers of America was processed. He also asked the Council Member Hurtado recuse himself from this item for a conflict with Mr. Montalvo that is a member of Volunteers of America.

Cynthia Esquivel, is hoping that the City Council will accept the recommendation of the Citizen's Advisory Committee Members. She also stated the Committee went with the recommendation of staff and that staff's recommendation was the denial of the Volunteers of America.

Candice Esquivel, stated that the Citizen's Advisory Committee approval was based on staff's recommendation.

Jeff Farber, Helpline Services, thanked the City for their support and explained what services they can provide the community.



## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

4

CDBG CONT'D

Steve Lytle, Salvation Army thanked the City for their support and explained what services they can provide the community.

Laura Maldonado, South Gate Police Department Domestic Violence Program, thanked the City for their support and explained what services they can provide the community.

Jovanna Laborin, spoke on the review process that is conducted by the Citizen's Advisory Committee.

Seeing no one else come forward, Mayor Davila closed the public hearing.

5

EMERGENCY PLANNING

The City Council conducted a Public Hearing and approved A, B and C by motion of Council Member Hurtado and seconded by Council Member Diaz.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes

- a. Authorizing utilization of 2020 U.S. Department of Justice-Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding grant funds, in the amount of \$143,013, for the purchase of equipment and facility renovations for the Police Department;
- b. Increasing the Fiscal Year 2019/20 revenue projection in account 231-4630 (Police Grant DOJ-BJA Coronavirus ESF) by \$143,013; and
- c. Amending the Fiscal Year 2019/20 Police Grants Fund budget by appropriating \$3,396 to account number 231-561-21-6202, \$6,925 to account number 231-561-21-6208, \$22,842 to account number 231-561-21-9006, and \$109,850 to account number 231-561-21-9100.

Mike Flad, City Manager and Randy Davis, Chief of Police provided a brief overview of the item.

Council Member Avalos asked about supporting the employees that work at City Hall due to the COVID-19 outbreak there is limited access to areas where employees can take lunch.

Raul Salinas, City Attorney asked if we could bring that question back during Council Comments as it does not directly relate to this item.

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

### **5 EMERGENCY PLANNING CONT'D**

Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item.

John Montalvo is in support of this item.

Thomas Buckley is in support of this item and commended the Police Department for all they do for the community.

Seeing no one else come forward, Mayor Davila closed the public hearing.

### **6 PUBLIC WORKS ADMIN**

The City Council opened the public hearing regarding the proposed Americans with Disabilities Act Self Evaluation and Transition Plan, City Project No. 538-ARC, and unanimously continued said public hearing to the regularly scheduled City Council Meeting of May 26, 2020 by motion of Vice Mayor Rios and seconded by Council Member Hurtado.

### **COMMENTS FROM THE AUDIENCE**

Jorge Lopez, South Gate Part-Time Employee asked about a fund withdrawal from employee's retirement accounts.

Virginia Johnson, thanked staff for their patience during teleconferencing of the City Council meeting and voiced her opinion on Council Member Diaz.

Consuelo Godoy, requested that Section 8 be brought back.

Nick Godoy, commented on the senior wellness check. He added that the American Legion voted that there would be no Memorial Day event.

Thomas Buckley spoke about the most recent article in the Patch about a City Council power struggle.

Jimmy Hugar, supports the current Mayor and Vice Mayor.

Jovanna Laborin, supports the current Mayor and Vice Mayor.

John Montalvo voiced his opinion on Council Member Hurtado and Mayor Davila lack of support for the community.

Luz Ruiz voiced her opinion on Mayor Davila and the current City Council.

Irami. requested an assessment of traffic San Carlos Avenue and Liberty Boulevard

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

### REPORTS AND COMMENTS

#### FROM CITY OFFICIALS

Mike Flad, City Manager spoke on how the City is working on allowing employees to have access to their retirement funds without penalty as the guidelines from the federal government are developed.

Joe Perez, Director of Community Development stated that The Small Business Administration held a call for businesses to discuss loan opportunities through the SBA and there is another opportunity on April 29<sup>th</sup> for Spanish speaking business owners.

Steve Costley, Acting Director of Parks and Recreation announced that the City has cancelled the in person Memorial Day Event but staff is working on a virtual ceremony.

Greg Martinez, City Treasurer would like to see City Staff find a way to honor the Veterans at a Memorial Day tribute.

Council Member Avalos stated that she would like to see Council Members put aside their bias and work together to collaborate on the behalf of the people. She requested that we adjourn this meeting in honor of Hector Fernandez, South Gate Resident and all residents that have passed away due to the COVID-19 virus.

Council Member Diaz said that she agrees with Council Member Avalos and would like to adjourn the meeting in honor of the residents that have passed away due to the COVID-19 virus. She also reported on the actions in the community due to this virus. The League of California Cities is requesting a letter of support to our Assembly Member and Governor releasing CDBG funds and she requested that the City Manager look into this. She spoke about a rumor on social media about her wanting to bring in the Sheriff Department and wants this to stop.

Council Member Hurtado reminded everyone to fill out there Census forms. He stated that in the community there has been confusion on the citation process regarding street sweeping. He would like the City Attorney to set up an appointment to meet with Council Member Diaz and an appointment to meet with Mr. Montalvo. We have to put our differences behind us and represent the families of South Gate. He also agrees with Mr. Martinez that the City needs to honor our Veterans.

Vice Mayor Rios stated that we have to focus on the challenges of the community and move forward.

Mayor Davila thanked the callers for their opinions. She thanked Council Member Diaz for her work with these community food drives. We need to come together as a Council and work for the best interest on the

# REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

## REPORTS AND COMMENTS FROM CITY OFFICIALS

### CONT'D

community. On May 9<sup>th</sup> there will be food distribution at South Gate Park and she invited everyone to come out and volunteer.

### CONSENT CALENDAR

Agenda Items 8, 11, 12, 13, 14, and 15 were unanimously approved by motion of Mayor Davila and seconded by Vice Mayor Rios. Items 7, 9, 10 and 16 was pulled for separate discussion.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes

7

### ASSESSMENT DISTRICT

The City Council approved A and B by motion of Mayor Davila and seconded by Council Member Hurtado.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, abstain; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes

- a. Adopted Resolution No.2020-15-CC entitled - A Resolution of the City Council of City of South Gate preliminarily approving the Engineer's Report required for the proceedings of the Fiscal Year 2020/21 Annual Levy of Assessments within the Street Lighting and Landscape Maintenance District No.1; and
- b. Adopted Resolution No. 2020-16-CC entitled - A Resolution of the City Council of City of South Gate declaring the City's intention to levy and collect assessments under the Fiscal Year 2020/21 annual levy and collection of assessments within the Street Lighting and Landscape Maintenance District No. 1, and setting a Public Hearing for May 26, 2020.

8

### PUBLIC WORKS ADMIN

The City Council unanimously adopted Resolution No. 2020-17-CC entitled – A Resolution of the City Council of City of South Gate adopting the Local Streets and Roads Funding Program Project List for Fiscal Year 2020/21 to program \$1,800,000 in Senate Bill 1 funds to the Citywide Sidewalk Improvements Project Phase VII, City Project No. 659-ST; the Alameda Street Complete Streets, City Project No. 660-ST; and the Citywide Residential Resurfacing Project Phase II, City Project No. 661-ST, in compliance with Senate Bill 1 requirements during Consent Calendar.

**REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020**

**9  
GARFIELD/IMPERIAL  
IMPROVEMENTS**

The City Council unanimously approved Amendment No. 2 to Contract No. 3068 with Harris & Associates to fund additional engineering design services to add receptacles and to up light trees on Garfield Avenue, under the Garfield Avenue and Imperial Highway Street Improvements, City Project No. 413-ST, Federal Project No. STPL-5257(030), in an amount not to exceed \$12,034 by motion of Council Member Hurtado and seconded by Vice Mayor Rios.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes

**10  
SOUNDWALL**

The City Council approved A and B by motion of Vice Mayor Rios and seconded by Mayor Davila.

- a. Approved an Easement Agreement Including Soundwall Maintenance Obligations (Easement Agreement) with AVMGH Six - Thunderbird Villa Limited Partnership for the construction of the I-710 Corridor Soundwall Project, City Project No. 547-ST, in the amount of \$121,000; and
- b. Authorized the Mayor to execute the Easement Agreement in a form acceptable to the City Attorney.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, abstain; Council Member Avalos, yes

**10  
FIRESTONE CAPACITY**

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

- a. Approved Amendment No. 4 to Contract No. 3368 with Biggs Cardosa & Associates, Inc., for additional construction management services necessary to close-out the Firestone Boulevard Regional Corridor Capacity Enhancements Project, in an amount not to exceed \$54,093; and
- b. Authorized the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

### 12 COMMUNITY PROMOTION

The City Council unanimously approved A, B, and C during Consent Calendar.

- a. Approved Amendment No.1 to Contract No. 3562 with Tripepi Smith and Associates, Inc., for additional Marketing and Community Outreach Services on an as-needed basis to enhance the City's public communication outlets, in the amount of \$38,000.00;
- b. Appropriated \$38,000.00 from the unassigned balance of the General Fund to Account Number 100-601-42-6101 (General Fund - Community Development Administration - Professional Services) to fund the cost of this Amendment No. 1; and
- c. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

### 13 TRANSPORTATION

The City Council unanimously approved A, B, and C during Consent Calendar.

- a. Approved Amendment No. 1 to Contract No. 3483 with Kosmont Companies, Inc., for Gateway District Real Estate Advisory Services for the area located in the vicinity of the future West Santa Ana Branch light rail station at Firestone Boulevard and Atlantic Avenue, in the amount not to exceed \$20,000.00;
- b. Appropriated \$20,000.00 from the unassigned General Fund balance to account number 100-603-41-6101 (General Fund-Community Development-Planning-Professional Services) to fund the Amendment No. 1 to Contract No. 3483; and
- c. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

### 14 CDBG

The City Council unanimously approved A, B, C. and D during Consent Calendar.

- a. Approved Amendment No. 1 to Contract No. 3407 with Avant-Garde, Inc., for as needed administrative services for the CDBG and HOME Programs in an amount not to exceed \$110,000;



# REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020

14

CDBG CONT'D

- b. Appropriated \$60,000 from the unassigned General Fund balance to account number 100- 601-42-6101 (Professional Services) to fund the unbudgeted amount for the Amendment No. 1; and
- c. Appropriated \$50,000 from unassigned CDBG-CV administrative funds to account number 243-607-43-6101 (Professional Services) for additional administrative services related to the COVTD-19 pandemic;
- d. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

15

CESAR CHAVEZ PARK

The City Council unanimously approved A, B, and C during Consent Calendar.

- a. Approved Purchase Order with Miracle Recreation Equipment Company for the purchase and renovation of the post and deck playground equipment located at Cesar Chavez Park in the amount of \$150,000, which includes \$144,449 for equipment and installation and \$5,551 for grounding;
- b. Authorized the City's Purchasing Division to issue a Purchase Order for this project in accordance with the City's purchasing ordinance and policies; and
- c. Authorized the Interim Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

16

MINUTES

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

- a. Approved the Continued Regular Meeting minutes of April 14, 2020; and
- b. Approved the Special Meeting minutes of April 15, 2020.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes

**REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 28, 2020**

17

**WARRANTS**

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

a. Ratified the Warrants for April 14, 2020; and

Total of Checks	\$2,621,526.06
Less: Voids	(\$ 7,538.55)
Less: Total Payroll Deductions	<u>(\$1,042,777.06)</u>
Grand Total	\$1,571,210.45

Cancellations: 87314, 87341, 87350, 87368, 87422

b. Approved the Warrants and Cancellations for April 28, 2020.

Total of Checks	\$2,586,036.59
Less: Voids	(\$ 2,475.00)
Less: Total Payroll Deductions	<u>(\$ 298,459.66)</u>
Grand Total	\$2,285,101.93

Cancellations: 87181, 87256, 87388

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes

**ADJOURNMENT**

Mayor Davila unanimously adjourned the meeting in memory of Hector Fernandez, South Gate Resident at 11:12 p.m. and seconded by Vice Mayor Diaz.

**PASSED and APPROVED** this 26<sup>th</sup> day of May 2020.

ATTEST:

\_\_\_\_\_  
Maria Davila, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk

RECEIVED

Item No. 11

MAY 20 2020

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

12:25pm

*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 26, 2020

Originating Department: Community Development

Department Director:

*Joe Perez*  
Joe Perez

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: RESOLUTION EXTENDING THE RESTRICTION ON EVICTIONS OF COMMERCIAL AND RESIDENTIAL TENANTS TO JUNE 30, 2020, DUE TO THE ONGOING COVID-19 PANDEMIC**

**PURPOSE:** To consider adopting a Resolution extending the restriction on evictions of commercial and residential tenants due to the nonpayment of rent where the failure to pay rent results from income loss resulting from the Coronavirus Disease 2019 (COVID-19) pandemic. This Resolution is effective immediately, upon adoption, and will remain in effect through and including June 30, 2020. This action would be consistent with Los Angeles County's extension of their moratorium to June 30, 2020.

**RECOMMENDED ACTION:** Adopt Resolution extending the restriction on evictions of commercial and residential tenants to June 30, 2020, due to the ongoing Coronavirus Disease 2019 pandemic.

**FISCAL IMPACT:** None.

**ANALYSIS:** The COVID-19 pandemic continues to impact the operations of restaurants, schools, businesses and other establishments throughout City. These disruptions have mostly been the result of the County and State orders to close businesses, restrict services provided to the public, or limit the number of persons that can gather in contained areas. As a result of this public health emergency and the precautions recommended by health authorities, many residential and commercial tenants in South Gate have experienced or expect soon to experience sudden and unexpected income loss.

Federal Actions

On March 18, 2020, the Department of Housing and Urban Development (HUD) suspended evictions and foreclosures through the end of April, 2020. HUD's action applies only to homeowners with mortgages insured by the Federal housing administration, a HUD agency that backs affordable home loans issued through private firms.

State Executive Order

On March 16, 2020, the Governor of the State of California issued Executive Order N-28-20 (Attachment E) that authorizes local governments to halt evictions for renters and homeowners, slows foreclosures, and protects against utility shutoffs for Californians affected by COVID-19 through May 31, 2020

#### City of South Gate Resolution 2020-08-CC

On March 24, 2020, the City Council adopted Resolution No. 2020-08-CC, ratifying Executive Order No. 03.18.2020, which declared a temporary moratorium on evictions for nonpayment of rent by residential or commercial tenants impacted by the COVID-19 crisis. This Executive Order was issued on March 18, 2020 by the Director of Emergency Services. On April 15, 2020, the City Council adopted Resolution No. 2020-09-CC ratifying the issuance of Executive Order No. 04.08.2020 by the Director of Emergency Services extending the restriction on evictions of commercial and residential tenants through and including May 31, 2020. On May 12, 2020, the City Council adopted Resolution No. 2020-19-CC finding there is a need to continue the local emergency within the City as a result of the ongoing COVID-19 pandemic.

Resolution No. 2020-09-CC remains in effect through and including May 31, 2020. Landlords are prohibited from evicting tenants for no fault evictions unless necessary for Health and Safety purposes. The Resolution requires tenants to demonstrate that they are unable to pay their rent due to financial impacts related to COVID-19. The tenant, within 30 days after the date the rent is due, must notify the landlord in writing of their lost income and inability to pay the full rent due to financial impacts related to COVID-19 and provide documentation for support of the claim.

#### Los Angeles County Board of Supervisors

On May 12, 2020, the Los Angeles County Board of Supervisors voted to extend the County's Moratorium on evictions until June 30, 2020, including the reevaluation every 30 days until further extensions. They also voted to exempt multi-national companies and publicly traded businesses from the County's emergency tenant protection policies. This exemption ensures that businesses that have the means to pay rent do not exploit the residential and commercial eviction moratorium.

#### Proposed City Resolution

The proposed Resolution extends the restriction on evictions for commercial and residential tenants to June 30, 2020. This Resolution does not relieve the tenant from eventually paying rent, and encourages landlords to provide tenants up to six (6) months following the expiration of Executive Order No. 04.08.2020, which is June 30, 2020, to repay any back due rent. During this period, a landlord may not use the eviction process to charge or collect a late fee for such rent that is delayed for the reasons stated in Executive Order No. 04.08.2020. It should be noted that the proposed Resolution contains the same provisions included in Resolution No. 2020-09-CC.

In addition, Resolution No. 2020-09-CC applies if the inability to pay rent is due to substantial medical costs related to COVID-19. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim. For purposes of this Resolution "financial impacts related to COVID-19" include, but are not limited to, tenant lost household income as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out of pocket medical expenses; or (5) child care needs arising from school closures related to COVID-19.

**BACKGROUND:** On March 4, 2020, Los Angeles County declared a local and public health state of emergency in response to the increased spread of COVID-19, the disease caused by the novel coronavirus. In response to the global pandemic, experts are urging all individuals to practice social

distancing, which refers to avoiding close contact with other individuals in order to avoid catching the virus yourself and to avoid passing it on to others. The Centers for Disease Control and Prevention recommends that people who are mildly ill with COVID-19 or other similar illnesses self-isolate to avoid interacting in public. The State of California has also issued a policy that large gatherings should be rescheduled or canceled, while smaller events can proceed only if the organizers can implement social distancing of six feet per person. While these measures are necessary to fight the global pandemic, they can have extreme economic impacts. Fear of the widening public health crisis has impacted consumer behavior, and as a result, people in our community may see their incomes reduced or may have to take time off work to care for their health or the health of family members. In the face of this uncertainty, residents and business owners may need to make difficult financial decisions and may be unable to pay rent due to reduced income.

During a state of emergency, it is a crime for a landlord to take advantage of the situation by evicting a tenant and then raising the rent above the existing tenant's rent under Penal Codes. 396(f). In addition to the City's general police power under article XI, section 7 of the California Constitution to make and enforce within its limits all local, police, sanitary, and other Resolutions and regulations not in conflict with general laws, during a local emergency, Government Code, § 8634 (and WHMC Chapter 2.80) also authorize the City to promulgate orders and regulations necessary to provide for the protection of life and property.

- ATTACHMENTS:**
- A. Proposed Resolution
  - B. South Gate Resolution 2020-09-CC (with Executive Order No. 04.08.2020)
  - C. South Gate Resolution 2020-08-CC (with Executive Order No. 03.18.2020)
  - D. State of California Executive Order N-28-20

**RESOLUTION NO.**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, EXTENDING THE RESTRICTION ON EVICTIONS OF  
COMMERCIAL AND RESIDENTIAL TENANTS TO JUNE 30, 2020 DUE  
TO THE ONGOING CORONAVIRUS DISEASE 2019 PANDEMIC**

**WHEREAS**, since the outbreak of the respiratory disease named Coronavirus Disease 2019, abbreviated COVID-19 ("COVID-19"), international, national, state, and local health and governmental authorities have been responding to the ongoing COVID-19 pandemic; and

**WHEREAS**, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and to help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Health Officer for the County of Los Angeles Department of Public Health issued a countywide order temporarily prohibiting group events and gatherings, and required the implementation of social distancing measures by at least six (6) feet; and

**WHEREAS**, on March 16, 2020, the Governor of the State of California issued Executive Order N-28-20 that authorizes local governments to halt evictions for renters and homeowners, slows foreclosures, and protects against utility shutoffs for Californians affected by COVID-19 through May 31, 2020; and

**WHEREAS**, on March 18, 2020, the City Manager of the City of South Gate, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency within the City of South Gate ("City"), pursuant to Chapter 7.14.060(a) of the South Gate Municipal Code, to ensure authority to take measures necessary to protect and preserve public health and safety, including seeking aid from state and federal authorities as necessary; and

**WHEREAS**, on March 19, 2020, as the State Public Officer and Director of the California Department of Public Health, the Governor of the State of California issued Executive Order N-33-20, a stay at home or at their place of residence order until further notice, to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19; and



**WHEREAS**, the Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

**WHEREAS**, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in South Gate have experienced or expect soon to experience sudden and unexpected income loss; and

**WHEREAS**, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

**WHEREAS**, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

**WHEREAS**, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

**WHEREAS**, several municipalities in relation to residential and commercial tenancies have imposed limitations on the ability of a landlord to evict a tenant in light of the municipality having declared a local emergency; and

**WHEREAS**, the City's residential rental units (including 1-4 single family units, apartments, condominiums and townhomes) are, in part, owned by individuals who rely on rental income for the repayment of loans on those very same units; and/or rely on said rental income as retirement income, and the non-payment of rent could create a financial hardship for the individual owner(s), that could lead to potential or threatened foreclosure of said unit; and

**WHEREAS**, the City desires to continue to provide a limited, measured response to restrict evictions for a limited period, by balancing potentially competing financial hardships between residential tenants and landlords during the period of declared emergency; and

**WHEREAS**, commercial businesses within the City have been particularly affected by federal, state and county recommendations and directives to avoid mass gatherings, enforce social distancing measures, offer food only via delivery service, via pick-up for takeout dining, and via drive through; and

**WHEREAS**, it is the intent of the City to continue to provide a measured response to restrict evictions for a limited period, by balancing the potentially competing financial hardships between commercial property owners and the business tenants that rent from them; and

**WHEREAS**, on March 24, 2020, the City Council adopted Resolution No. 2020-07-CC ratifying the declaration of the existence of a local emergency within the City as a result of the spread of the COVID-19 as declared by the City's Director of Emergency Services on March 18,

2020; and

**WHEREAS**, on March 24, 2020, the City Council adopted Resolution No. 2020-08-CC ratifying the issuance of Executive Order No. 03.18.2020 by the City's Director of Emergency Services restricting evictions of commercial and residential tenants through and including April 30, 2020, due to the spread of the COVID-19; and

**WHEREAS**, the Los Angeles Superior Court announced the closure of several civil courtrooms, thus contributing to the likely delay in the processing of eviction related cases; and

**WHEREAS**, on April 6, 2020, the Judicial Council of California placed a hold on nearly all evictions in the State of California (1) suspending all unlawful detainer actions (not involving health or safety reasons) until 90 days after California's COVID-19 state of emergency crisis ends; (2) preventing the entry of default and/or default judgments in unlawful detainer actions unless the court finds a health and safety reason; (3) and mandating that unlawful detainer actions be set no earlier than 60 days after a request for trial, unless there is a health or safety reason, and continuing trials presently on calendar as of April 1, 2020 to be continued for at least 60 days; and

**WHEREAS**, on April 15, 2020, the City Council adopted Resolution No. 2020-09-CC ratifying the issuance of Executive Order No. 04.08.2020 by the City's Director of Emergency Services extending the restriction on evictions of commercial and residential tenants through and including May 31, 2020, due to the COVID-19 pandemic; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the COVID-19 pandemic, on May 12, 2020, the City Council adopted Resolution No. 2020-19-CC finding there is a need to continue the local emergency within the City as a result of the ongoing COVID-19 pandemic; and

**WHEREAS**, on May 12, 2020, the Los Angeles County Board of Supervisors extended the County's Moratorium on evictions until June 30, 2020, including the reevaluation every 30 days until further extensions; and

**WHEREAS**, it is necessary to exercise the authority to issue this regulation related to the protection of life and property during the ongoing COVID-19 pandemic.

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

**SECTION 1.** After duly considering all the information presented by the City's Director of Emergency Services, the City Council hereby extends the restriction on evictions of commercial and residential tenants to June 30, 2020, due to the ongoing COVID-19 pandemic.

**SECTION 2.** The City Council hereby declares and reaffirms that a landlord shall not endeavor to evict a residential or commercial tenant in either of the following situations:

- (1) For nonpayment of rent if the tenant proves that the tenant is unable to pay rent due to financial impacts strictly related to COVID-19; or
- (2) For a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord.

**SECTION 3.** The City Council hereby declares and reaffirms that a landlord who knows that a tenant cannot pay some or all the rent temporarily for the reasons set forth above shall not serve a notice pursuant to California Code of Civil Procedure 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord knows of a tenant's inability to pay rent within the meaning of this Resolution if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related strictly to COVID-19, and provides documentation to support the claim. For purposes of this Resolution, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim. Nothing in this Resolution shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency and the tenant must pay on such terms as may be set by a judge assigned to hear the unlawful detainer action. During the period, from March 18, 2020 through and including June 30, 2020, a landlord also may not use the eviction process to charge or collect a late fee for such rent that is delayed for the reasons stated in this Resolution. **For clarification purposes, this Resolution does not relieve a tenant from the obligation to pay rent, or restrict the landlord's ability to recover rent that is due, after the expiration date of this Resolution, or upon the expiration of any subsequent Resolution which may extend the June 30, 2020 date. Nothing in this subsection shall be construed to mean that the tenant will not still be obligated to pay lawfully charged rent. Landlords are encouraged to provide tenants up to six (6) months following the expiration of this Resolution to repay any back due rent.**

**SECTION 4.** For purposes of this Resolution, "financial impacts related to COVID-19" include, but are not limited to, tenant lost household income because of any of the following:

- (1) Being sick with COVID-19, or caring for a household or family member who is sick with COVID-19;
- (2) Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19;
- (3) Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- (4) Extraordinary out-of-pocket medical expenses; or
- (5) Child care needs arising from school closures related to COVID-19.

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**SECTION 5.** For purposes of this Resolution, "no-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161c. This Resolution applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed. Subject to judicial review on a case by case basis, this Resolution grants a defense if an unlawful detainer action is commenced in violation of this Resolution.

**SECTION 6.** The City Council hereby declares and reaffirms that in lieu of "in person" opening of public works bids, and consistent with South Gate Municipal Code Section 1.54.440.B, and the "shelter in place" and social distancing directives of state and local officials, during the period in which this Resolution remains effective, bids received in connection with public work solicitations may be conducted electronically through teleconferencing in lieu of "in person" participation.

**SECTION 7.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED this 26<sup>th</sup> day of May 2020.**

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2020-09-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, RATIFYING THE ISSUANCE OF EXECUTIVE ORDER  
NO. 04.08.2020 BY THE DIRECTOR OF EMERGENCY SERVICES  
EXTENDING THE RESTRICTION ON EVICTIONS OF COMMERCIAL  
AND RESIDENTIAL TENANTS TO MAY 31, 2020 DUE TO  
THE CORONAVIRUS DISEASE 2019 PANDEMIC**

**WHEREAS**, since the outbreak of the respiratory disease named Coronavirus Disease 2019, abbreviated COVID-19 ("COVID-19"), international, national, state, and local health and governmental authorities are responding to the ongoing COVID-19 pandemic; and

**WHEREAS**, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Health Officer for the County of Los Angeles Department of Public Health issued a countywide order temporarily prohibiting group events and gatherings, and required the implementation of social distancing measures by at least six (6) feet; and

**WHEREAS**, on March 16, 2020, the Governor of the State of California issued Executive Order N-28-20 that authorizes local governments to halt evictions for renters and homeowners, slows foreclosures, and protects against utility shutoffs for Californians affected by COVID-19 through May 31, 2020; and

**WHEREAS**, on March 18, 2020, the City Manager of the City of South Gate, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency within the City of South Gate ("City") pursuant to Chapter 7.14.060(a) of the South Gate Municipal Code to ensure authority to take measures necessary to protect and preserve public health and safety, including seeking aid from state and federal authorities as necessary; and

**WHEREAS**, on March 19, 2020, as the State Public Officer and Director of the California Department of Public Health, the Governor of the State of California issued Executive Order N-33-20, a stay at home or at their place of residence order until further notice, to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19; and

**WHEREAS**, the Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

**WHEREAS**, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in South Gate have experienced or expect soon to experience sudden and unexpected income loss; and

**WHEREAS**, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

**WHEREAS**, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

**WHEREAS**, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

**WHEREAS**, several municipalities in relation to residential and commercial tenancies have imposed limitations on the ability of a landlord to evict a tenant in light of the municipality having declared a local emergency; and

**WHEREAS**, the City's residential rental units (including 1-4 single family units, apartments, condominiums and townhomes) are, in part, owned by individuals who rely on rental income for the repayment of loans on those very same units; and/or rely on said rental income as retirement income, and the non-payment of rent could create a financial hardship for the individual owner(s), that could lead to potential or threatened foreclosure of said unit; and

**WHEREAS**, the City desires to continue to provide a limited, measured response to restrict evictions for a limited period, by balancing potentially competing financial hardships between tenants and landlords during the period of declared emergency; and



**WHEREAS**, commercial businesses within the City have been particularly affected by federal, state and county recommendations and directives to avoid mass gatherings, enforce social distancing measures, offer food only via delivery service, via pick-up for takeout dining, and via drive through; and

**WHEREAS**, it is the intent of the City to continue to provide a measured response to restrict evictions for a limited period, by balancing the potentially competing financial hardships between commercial property owners and the business tenants that rent from them; and

**WHEREAS**, on March 18, 2020, serving as the Director of Emergency Services, issued Executive Order No. 03.18.2020 restricting evictions of commercial and residential tenants through and including April 30, 2020 due to the spread of the COVID-19; and

**WHEREAS**, the Los Angeles Superior Court announced the closure of several civil courtrooms, thus contributing to the likely delay in the processing of eviction related cases; and

**WHEREAS**, on April 6, 2020, the Judicial Council of California placed a hold on nearly all evictions in the State of California (1) suspending all unlawful detainer actions (not involving health or safety reasons) until 90 days after California's COVID-19 state of emergency crisis ends; (2) preventing the entry of default and/or default judgments in unlawful detainer actions unless the court finds a health and safety reason; (3) and mandating that unlawful detainer actions be set no earlier than 60 days after a request for trial, unless there is a health or safety reason, and continuing trials presently on calendar as of April 1, 2020 to be continued for at least 60 days; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the COVID-19 pandemic, it is necessary to exercise the authority to issue this regulation related to the protection of life and property; and

**WHEREAS**, on April 8, 2020, the Director of Emergency Services issued Executive Order No. 04.08.2020 extending the restriction on evictions of commercial and residential tenants to May 31, 2020 due to the COVID-19 pandemic.

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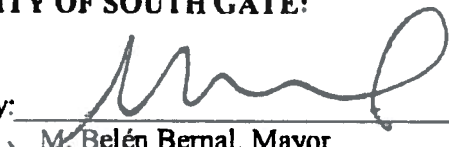
**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby ratifies the issuance of Executive Order No. 04.08.2020 by the Director of Emergency Services extending the restriction on evictions of commercial and residential tenants to May 31, 2020 due to the COVID-19 pandemic, attached hereto as Exhibit "A" and dated April 8, 2020.

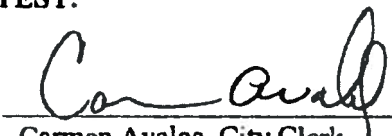
**SECTION 2.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED this 15<sup>th</sup> day of April, 2020.**


**CITY OF SOUTH GATE:**

By:   
M. Belén Bernal, Mayor

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

## **Exhibit "A"**

### **PROCLAMATION ISSUING EXECUTIVE ORDER NO. 04.08.2020 BY THE DIRECTOR OF EMERGENCY SERVICES EXTENDING THE RESTRICTION ON EVICTIONS OF COMMERCIAL AND RESIDENTIAL TENANTS TO MAY 31, 2020 DUE TO THE CORONAVIRUS DISEASE 2019 PANDEMIC**

**WHEREAS**, since the outbreak of the respiratory disease named Coronavirus Disease 2019, abbreviated COVID-19 ("COVID-19"), international, national, state, and local health and governmental authorities are responding to the ongoing COVID-19 pandemic; and

**WHEREAS**, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Health Officer for the County of Los Angeles Department of Public Health issued a countywide order temporarily prohibiting group events and gatherings, and required the implementation of social distancing measures by at least six (6) feet; and

**WHEREAS**, on March 16, 2020, the Governor of the State of California issued Executive Order N-28-20 that authorizes local governments to halt evictions for renters and homeowners, slows foreclosures, and protects against utility shutoffs for Californians affected by COVID-19 through May 31, 2020; and

**WHEREAS**, on March 18, 2020, the City Manager of the City of South Gate, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency within the City of South Gate ("City") pursuant to Chapter 7.14.060(a) of the South Gate Municipal Code to ensure authority to take measures necessary to protect and preserve public health and safety, including seeking aid from state and federal authorities as necessary; and

**WHEREAS**, on March 19, 2020, as the State Public Officer and Director of the California Department of Public Health, the Governor of the State of California issued Executive Order N-33-20, a stay at home or at their place of residence order until further notice, to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19; and

**WHEREAS**, the Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

**WHEREAS**, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in South Gate have experienced or expect soon to experience sudden and unexpected income loss; and

**WHEREAS**, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

**WHEREAS**, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

**WHEREAS**, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

**WHEREAS**, several municipalities in relation to residential and commercial tenancies have imposed limitations on the ability of a landlord to evict a tenant in light of the municipality having declared a local emergency; and

**WHEREAS**, the City's residential rental units (including 1-4 single family units, apartments, condominiums and townhomes) are, in part, owned by individuals who rely on rental income for the repayment of loans on those very same units; and/or rely on said rental income as retirement income, and the non-payment of rent could create a financial hardship for the individual owner(s), that could lead to potential or threatened foreclosure of said unit; and

**WHEREAS**, the City desires to continue to provide a limited, measured response to restrict evictions for a limited period, by balancing potentially competing financial hardships between tenants and landlords during the period of declared emergency; and

**WHEREAS**, commercial businesses within the City have been particularly affected by federal, state and county recommendations and directives to avoid mass gatherings, enforce social distancing measures, offer food only via delivery service, via pick-up for takeout dining, and via drive through; and

**WHEREAS**, it is the intent of the City to continue to provide a measured response to restrict evictions for a limited period, by balancing the potentially competing financial hardships between commercial property owners and the business tenants that rent from them; and

**WHEREAS**, the Los Angeles Superior Court has announced the closure of several civil courtrooms, thus contributing to the likely delay in the processing of eviction related cases; and

**WHEREAS**, on March 18, 2020, serving as the Director of Emergency Services, issued Executive Order No. 03.18.2020 restricting evictions of commercial and residential tenants through and including April 30, 2020 due to the spread of the COVID-19; and

**WHEREAS**, on April 6, 2020, the Judicial Council of California placed a hold on nearly all evictions in the State of California (1) suspending all unlawful detainer actions (not involving health or safety reasons) until 90 days after California's COVID-19 state of emergency crisis ends; (2) preventing the entry of default and/or default judgments in unlawful detainer actions unless the court finds a health and safety reason; (3) and mandating that unlawful detainer actions be set no earlier than 60 days after a request for trial, unless there is a health or safety reason, and continuing trials presently on calendar as of April 1, 2020 to be continued for at least 60 days; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the continued spread of COVID-19, it is necessary to exercise my authority to issue this regulation to continue to protect life and property.

**NOW, THEREFORE**, I, Michael Flad, the Director of Emergency Services for the City of South Gate, do hereby issue the following Executive Order No. 04.08.2020 ("Order") extending Executive Order No. 03.18.2020 to become effective immediately, subject to ratification as soon as practicable by the City Council:

**IT IS HEREBY ORDERED THAT:**

The temporary moratorium on the eviction for non-payment of rent by residential or commercial tenants impacted by the COVID-19 crisis is imposed as follows:

**For purposes of this Order, from March 18, 2020 through and including May 31, 2020, no landlord shall endeavor to evict a residential or commercial tenant in either of the following situations:**

- (1) For nonpayment of rent if the tenant proves that the tenant is unable to pay rent due to financial impacts strictly related to COVID-19; or
- (2) For a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord.

A landlord who knows that a tenant cannot pay some or all the rent temporarily for the reasons set forth above shall not serve a notice pursuant to California Code of Civil Procedure 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord knows of a tenant's inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related strictly to COVID-19, and provides documentation to support the claim. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. Any medical



or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim. Nothing in this Order shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency and the tenant must pay on such terms as may be set by a judge assigned to hear the unlawful detainer action. During the period, from March 18, 2020 through and including May 31, 2020, a landlord also may not use the eviction process to charge or collect a late fee for such rent that is delayed for the reasons stated in this Order. **For clarification purposes, this Order does not relieve a tenant from the obligation to pay rent, or restrict the landlord's ability to recover rent that is due, after the expiration date of this Order, or upon the expiration of any subsequent Order which may extend the May 31, 2020 date. Nothing in this subsection shall be construed to mean that the tenant will not still be obligated to pay lawfully charged rent. Landlords are encouraged to provide tenants up to six (6) months following the expiration of this Order to repay any back due rent.**

For purposes of this Order, "financial impacts related to COVID-19" include, but are not limited to, tenant lost household income because of any of the following:

- (1) Being sick with COVID-19, or caring for a household or family member who is sick with COVID-19;
- (2) Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19;
- (3) Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- (4) Extraordinary out-of-pocket medical expenses; or
- (5) Child care needs arising from school closures related to COVID-19.

For purposes of this Order, "no-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161c.

This Order applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed.

Subject to judicial review on a case by case basis, this Order grants a defense if an unlawful detainer action is commenced in violation of this Order.

On a separate matter, in lieu of "in person" opening of public works bids, and consistent with South Gate Municipal Code Section 1.54.440.B, and the "shelter in place" and social distancing directives of state and local officials, during the period in which this Order remains effective, bids received in connection with public work solicitations may be conducted electronically through teleconferencing in lieu of "in person" participation.

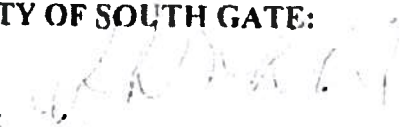


This Order shall be superseded by further Order by the Director of Emergency Services adopted during the local emergency that expressly superseding this Order, or by superseding action taken by the City Council.

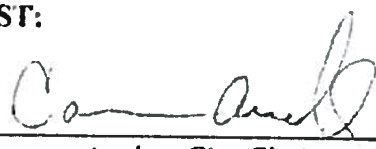
If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

**THIS EXECUTIVE ORDER NO. 04.08.2020 IS HEREBY ISSUED ON THIS 8<sup>th</sup> DAY OF APRIL 2020, AND IS EFFECTIVE IMMEDIATELY.**

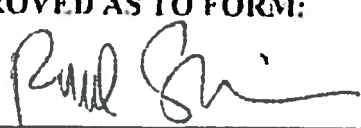
**CITY OF SOUTH GATE:**

By:   
Michael Flad, City Manager/  
Director of Emergency Services

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**RESOLUTION CERTIFICATION PAGE**

**STATE OF CALIFORNIA        )**

**COUNTY OF LOS ANGELES    )     SS**

**CITY OF SOUTH GATE        )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2020-09-CC was adopted by the City Council at their Special Meeting held on April 15, 2020, by the following vote:


Ayes:           Council Members:   Bernal, Diaz, Davila, Rios and De Witt

Noes:           Council Members:   None

Absent:          Council Members:   None

Abstain:        Council Members:   None

Witness my hand and the seal of said City on April 21, 2020.

  
\_\_\_\_\_  
Carmen Avalos, City Clerk  
City of South Gate, California

**RESOLUTION NO. 2020-08-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, RATIFYING THE ISSUANCE OF EXECUTIVE ORDER  
NO. 03.18.2020 BY THE DIRECTOR OF EMERGENCY SERVICES  
RESTRICTING EVICTION OF COMMERCIAL AND RESIDENTIAL  
TENANTS DUE TO THE SPREAD OF THE CORONAVIRUS DISEASE 2019**

**WHEREAS**, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

**WHEREAS**, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Health Officer for the County of Los Angeles Department of Public Health issued a countywide order temporarily prohibiting group events and gatherings, and required the implementation of social distancing measures by at least six (6) feet; and

**WHEREAS**, the Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

**WHEREAS**, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in South Gate have experienced or expect soon to experience sudden and unexpected income loss; and

**WHEREAS**, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

**WHEREAS**, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

**WHEREAS**, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

**WHEREAS**, on March 18, 2020, the Federal Housing Finance Agency has directed Fannie Mae and Freddie Mac to suspend foreclosures and evictions for a limited time due to the coronavirus national emergency. Borrowers impacted by the coronavirus may apply to their lender for a mortgage payment to be suspended for up to 12 months due to hardship caused by the coronavirus; and

**WHEREAS**, several municipalities in relation to residential and commercial tenancies have imposed limitations on the ability of a landlord to evict a tenant in light of the municipality having declared a local emergency; and

**WHEREAS**, the City's residential rental units (including 1-4 single family units, apartments, condominiums and townhomes) are, in part, owned by individuals who rely on rental income for the repayment of loans on those very same units; and/or rely on said rental income as retirement income, and the non-payment of rent could create a financial hardship for the individual owner(s), that could lead to potential or threatened foreclosure of said unit; and

**WHEREAS**, the City desires to provide a limited, measured response to restrict evictions for a limited period, by balancing potentially competing financial hardships between tenants and landlords during the period of declared emergency; and

**WHEREAS**, commercial businesses within the City have been particularly affected by federal, state and county recommendations and directives to avoid mass gatherings, enforce social distancing measures, offer food only via delivery service, via pick-up for takeout dining, and via drive through; and

**WHEREAS**, it is the intent of the City to provide a measured response to restrict evictions for a limited period, by balancing the potentially competing financial hardships between commercial property owners and the business tenants that rent from them; and

**WHEREAS**, the Los Angeles Superior Court has announced the closure of several civil courtrooms, thus contributing to the likely delay in the processing of eviction related cases; and

**WHEREAS**, loss of income because of COVID-19 may inhibit City residents and businesses from fulfilling their financial obligations, including public utility payments such as water and sewage charges and parking penalties; and

**WHEREAS**, ensuring that all people in the City continue to have access to running water during this public health crisis will enable compliance with public health directives that people regularly wash their hands will help to prevent the further spread of COVID-19; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary to exercise the authority to issue this regulation related to the protection of life and property; and

**WHEREAS**, on March 18, 2020, the City Manager of the City of South Gate, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency within the City pursuant to Section 7.14.060(a) of the South Gate Municipal Code to ensure authority to take measures necessary to protect and preserve public health and safety, including seeking aid from state and federal authorities as necessary; and

**WHEREAS**, on March 18, 2020, the Director of Emergency Services also issued Executive Order No. 03.18.2020 to restrict eviction of commercial and residential tenants due to the spread of the COVID-19.

[Remainder of page left blank intentionally.]

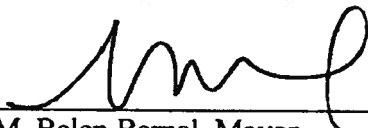
**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby ratifies the issuance of Executive Order No. 03.18.2020 by the Director of Emergency Services restricting eviction of commercial and residential tenants due to the spread of the COVID-19, attached hereto as Exhibit "A" and dated March 18, 2020.

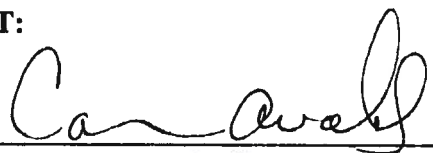
**SECTION 2.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED this 24<sup>th</sup> day of March 2020.**


**CITY OF SOUTH GATE:**

By:   
M. Belen Bernal, Mayor

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney



**Exhibit "A"**

**PROCLAMATION ISSUING EXECUTIVE ORDER NO. 03.18.2020 BY  
THE DIRECTOR OF EMERGENCY SERVICES TO RESTRICT  
EVICTON OF COMMERCIAL AND RESIDENTIAL TENANTS DUE TO  
THE SPREAD OF THE CORONAVIRUS DISEASE 2019**

**WHEREAS**, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

**WHEREAS**, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

**WHEREAS**, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Health Officer for the County of Los Angeles Department of Public Health issued a countywide order temporarily prohibiting group events and gatherings, and required the implementation of social distancing measures by at least six (6) feet; and

**WHEREAS**, on March 18, 2020, the City Manager of the City of South Gate, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency within the City of South Gate ("City") pursuant to Chapter 7.14.060(a) of the South Gate Municipal Code to ensure authority to take measures necessary to protect and preserve public health and safety, including seeking aid from state and federal authorities as necessary; and

**WHEREAS**, the Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

**WHEREAS**, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in South Gate have experienced or expect soon to experience sudden and unexpected income loss; and

**WHEREAS**, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

**WHEREAS**, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

**WHEREAS**, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

**WHEREAS**, on March 18, 2020, the Federal Housing Finance Agency has directed Fannie Mae and Freddie Mac to suspend foreclosures and evictions for a limited time due to the coronavirus national emergency. Borrowers impacted by the coronavirus may apply to their lender for a mortgage payment to be suspended for up to 12 months due to hardship caused by the coronavirus; and

**WHEREAS**, several municipalities in relation to residential and commercial tenancies have imposed limitations on the ability of a landlord to evict a tenant in light of the municipality having declared a local emergency; and

**WHEREAS**, the City's residential rental units (including 1-4 single family units, apartments, condominiums and townhomes) are, in part, owned by individuals who rely on rental income for the repayment of loans on those very same units; and/or rely on said rental income as retirement income, and the non-payment of rent could create a financial hardship for the individual owner(s), that could lead to potential or threatened foreclosure of said unit; and

**WHEREAS**, the City desires to provide a limited, measured response to restrict evictions for a limited period, by balancing potentially competing financial hardships between tenants and landlords during the period of declared emergency; and

**WHEREAS**, commercial businesses within the City have been particularly affected by federal, state and county recommendations and directives to avoid mass gatherings, enforce social distancing measures, offer food only via delivery service, via pick-up for takeout dining, and via drive through; and

**WHEREAS**, the Health Officer for Los Angeles County, effective March 16, 2020, has ordered the immediate closure of several business establishments, including bars and nightclubs that do not serve food, movie theatres, live performance venues, and gyms and fitness centers;

**WHEREAS**, it is the intent of the City to provide a measured response to restrict evictions for a limited period, by balancing the potentially competing financial hardships between commercial property owners and the business tenants that rent from them; and

**WHEREAS**, the Los Angeles Superior Court has announced the closure of several civil courtrooms, thus contributing to the likely delay in the processing of eviction related cases; and

**WHEREAS**, loss of income because of COVID-19 may inhibit City residents and businesses from fulfilling their financial obligations, including public utility payments such as water and sewage charges and parking penalties; and

**WHEREAS**, ensuring that all people in the City continue to have access to running water during this public health crisis will enable compliance with public health directives that people regularly wash their hands will help to prevent the further spread of COVID-19; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary to exercise my authority to issue this regulation related to the protection of life and property.

**NOW, THEREFORE**, I, Michael Flad, the Director of Emergency Services for the City of South Gate, do hereby issue the following Executive Order No. 03.18.2020 ("Order") to become effective immediately, subject to ratification as soon as practicable by the City Council:

**IT IS HEREBY ORDERED THAT:**

A temporary moratorium on eviction for non-payment of rent by residential or commercial tenants impacted by the COVID-19 crisis is imposed as follows:

**For purposes of this Order, from March 18, 2020 through and including April 30, 2020, no landlord shall endeavor to evict a residential or commercial tenant in either of the following situations:**

- (1) For nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19; or
- (2) For a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord.

A landlord who knows that a tenant cannot pay some or all the rent temporarily for the reasons set forth above shall not serve a notice pursuant to California Code of Civil Procedure 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord knows of a tenant's inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim. Nothing in this Order shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency and the tenant must pay on such

terms as may be set by a judge assigned to hear the unlawful detainer action. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Order; nor may a landlord seek rent that is delayed for the reasons stated in this Order through the eviction process.

For purposes of this Order, "financial impacts related to COVID-19" include, but are not limited to, tenant lost household income because of any of the following:

- (1) Being sick with COVID-19, or caring for a household or family member who is sick with COVID-19;
- (2) Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19;
- (3) Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- (4) Extraordinary out-of-pocket medical expenses; or
- (5) Child care needs arising from school closures related to COVID-19.

For purposes of this Order, "no-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161c.

This Order applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed.

Subject to judicial review on a case by case basis, this Order grants a defense if an unlawful detainer action is commenced in violation of this Order.

[Remainder of page left blank intentionally.]

This Order shall be superseded by further Order by the Director of Emergency Services adopted during the local emergency that expressly superseding this Order, or by superseding action taken by the City Council.

As a result of the local emergency, for a period of 60 days from the date of this Order, the City hereby suspends: (a) the discontinuation or shut off of water service for residents and businesses in the City for non-payment of water and sewer bills; (b) the imposition of late payment penalties or fees for delinquent water and or sewer bills; and (c) the imposition of late payment penalties or fees for parking violations.

If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

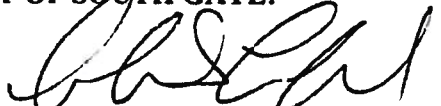
**THIS EXECUTIVE ORDER NO. 03.18.2020 IS HEREBY ISSUED on this 18<sup>th</sup> day of March 2020, and is EFFECTIVE IMMEDIATELY.**

Office of the  
South Gate City Clerk


MAR 18 2020

FILED

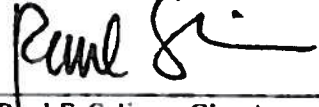
CITY OF SOUTH GATE:

By:   
Michael Flad, City Manager/  
Director of Emergency Services

ATTEST:

By:   
Carmen Avalos, City Clerk  
(SEAL)

APPROVED AS TO FORM:

By:   
Raul F. Salinas, City Attorney

**RESOLUTION CERTIFICATION PAGE**

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES    )     SS**  
**CITY OF SOUTH GATE         )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2020-08-CC was adopted by the City Council at their Regular Meeting held on March 24, 2020, by the following vote:

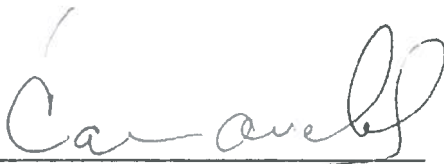
Ayes:           Council Members:   Bernal, Davila, Diaz and Rios

Noes:           Council Members:   None

Absent:          Council Members:   De Witt

Abstain:        Council Members:   None

Witness my hand and the seal of said City on April 2, 2020.

  
\_\_\_\_\_  
Carmen Avalos, City Clerk  
City of South Gate, California



**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-28-20**

**WHEREAS** on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

**WHEREAS** the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

**WHEREAS** many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

**WHEREAS** Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

**WHEREAS** because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

**WHEREAS** local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

**WHEREAS** local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

**WHEREAS** many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

**WHEREAS** many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
  - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
  - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.


- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority

**I FURTHER DIRECT** that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line. Below the line, the text 'GAVIN NEWSOM' and 'Governor of California' is printed.

GAVIN NEWSOM  
Governor of California

**ATTEST:**

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ALEX PADILLA  
Secretary of State

RECEIVED

Item No. 12

MAY 19 2020

**City of South Gate**  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

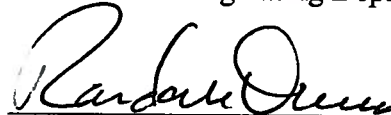
8:20pm

**AGENDA BILL**

For the Regular Meeting of: May 26, 2020

Originating Department: Police

Department Director:

  
Randall Davis

City Manager:


  
Michael Flad

**SUBJECT: AGREEMENTS FOR THE PURCHASE OF A NEW RADIO COMMUNICATION SYSTEM FOR THE POLICE DEPARTMENT**

**PURPOSE:** To replace the existing radio communication system in the Police Department with a secure, modernized, and interoperable system.

**RECOMMENDED ACTIONS:**

- a. Approve Lease Financing Agreement with Motorola for the purchase of hardware and software which includes consoles, radios and services, in the amount of \$1,253,889.84, for a three-year term;
- b. Approve Agreement with the City of Montebello for Interoperable Radio System Subscriber Service, in the total amount of \$58,500.00 annually;
- c. Approve Agreement with the City of Montebello for Land Lease Agreement, in the total of \$1.00 annually;
- d. Approve Agreement with Spectrum Cable for internet service, in the total amount of \$9,000.00 annually;
- e. Approve Agreement with Wireless Infrastructure Services for microwave dish, in the amount of \$62,083.29 (one time cost); and
- f. Authorize the Mayor to execute the Agreements in a form acceptable to the City Attorney.

 **FISCAL IMPACT:** There is no fiscal impact to the General Fund for FY 2019/20. The first lease payment on the 3-year lease agreement with Motorola is not payable until May 2021. The three annual payments will be included in the subsequent budget years as follows: FY 2020/21 – \$417,963.28; FY 2021/22 – 417,963.28; and FY 2022/23 - \$417,963.28. The annual operating cost of the Interoperable Radio System Subscriber Service is \$58,500.00 and the annual cost of the Land Lease Agreement is \$1.00 and both are payable to the City of Montebello, and are recurring, as is the annual cost of the Spectrum internet service (\$9,000.00). The recurring annual costs will start in FY 2020/21. The Microwave Dish installation of \$62,083.29 is a one-time expenditure. These costs will be included in the Police Department and Technology Master Plan budgets for FY 2020/21.

**ANALYSIS:** The South Gate Police Department radio communication system is an essential part of public safety, providing a line of communication between South Gate Police Department first responders and dispatchers. The current radio system is approximately twenty (20) years old and has aged beyond

its expected lifespan. Over the past year, the Police Department has dealt with several critical outages with the radio system which ultimately compromises police officer and public safety.

Radio technology has evolved significantly in many key areas such as longer battery life, higher temperature ratings, improved emergency trigger and higher channel capacity. Our current radio system does not have voice and data security features built into the system, leaving us unable to mitigate the potential compromise of personal or sensitive data and operational security interoperability. Contemporary technology addresses this issue by having multiple hardware encryption authentications; ensuring only valid users can access the system.

The South Gate Police Department is also limited in its capacity to communicate with other Los Angeles County police agencies because our current radio system is operating on a VHF (very high frequency) system while the majority of other police agencies are operating on a UHF (ultra-high frequency) system. The ability to communicate effectively with outside agencies in the event of a public safety crisis, terrorist activity, or critical incident cannot be underestimated. Police agencies must ensure that their communications capabilities are fully compatible with the capabilities of local law enforcement, fire and medical first responders, as well as with state and Federal agencies.

There are 45 independent cities in Los Angeles County that operate their own police departments. Each of these police departments has an independent radio system with varied levels of capacity and communication capabilities. Many of these police agencies have already transitioned to new radio communication systems using "Interagency Communications Interoperability" or ICI trunked radio system as the foundation for their communication systems. The majority of the remaining police agencies, South Gate included, are in different stages of phasing into new radio systems using ICI as the platform for their systems.

The ICI radio system is on a UHF band. It is a shared system with components purchased and constructed by individual cities and linked together through a microwave network and fiber lines to provide regional coverage in Los Angeles County. The concept of the ICI system was born out of the need for police agencies to replace their aging infrastructure. A determination was made that each city was looking at very similar system requirements and performance research showed how the systems could be interconnected to create a regional footprint that would allow agencies to connect to county-wide area coverage for the same cost as a small municipal radio system. The project will be done in phases and should be completed within six to nine months once initiated.

**BACKGROUND:** The radio system transition project consists of three components that are linked together to complete our communications system. The first of the three components was completed in 2019 and this consisted of the purchase of hand held radios for all sworn police officers. This Agenda Bill includes the second and third phases of this project and includes the purchase of hand held radios for civilian personnel, mobile radios (car radios) and dispatch consoles in the dispatch center of the Police Department. Motorola is the vendor for this project and the City of South Gate was able to "piggyback" on Los Angeles County pricing for the purchase of all Motorola equipment. Motorola included an additional 10% discount on equipment pricing that when added to the LA County contract discount of 27% results in a total discount of 37% for radio equipment. Spectrum fiber internet service and WIS microwave quotes were recommended by ICI members as the most compatible for this project.



- ATTACHMENTS:**
- A. Lease Financing Agreement with Motorola
  - B. Interoperable Radio System Subscriber Agreement with Montebello
  - C. Land Lease Agreement with Montebello
  - D. Agreement with Spectrum Cable
  - E. Agreement with Wireless Infrastructure Services

## EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 24703**

**LESSEE:**

City of South Gate  
8650 California Ave  
South Gate CA 90280

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.



**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.



**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of May, 2020.

**LESSEE:**  
City of South Gate

**LESSOR:**  
**MOTOROLA SOLUTIONS, INC.**

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

By: \_\_\_\_\_  
Title: Treasurer

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )  
appointed and acting Secretary or Clerk of the City of South Gate, an entity duly organized and existing under the laws of the State of California that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24703, between City of South Gate and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of South Gate, hereto this \_\_\_\_ day of May 2020.

By: \_\_\_\_\_  
(Signature of Secretary/Clerk)

SEAL

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24703 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

\_\_\_\_\_  
Attorney for City of South Gate

## LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address      City of South Gate  
  
\_\_\_\_\_  
  
E-mail Address: \_\_\_\_\_  
  
Attention: \_\_\_\_\_  
  
Phone: \_\_\_\_\_
2. Lessee County Location: \_\_\_\_\_
3. Federal Tax I.D. Number \_\_\_\_\_
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: \_\_\_\_\_
5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

**Appropriate Contact for Documentation / System Acceptance Follow-up:**

6. Appropriate Contact & Mailing Address  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
Phone: \_\_\_\_\_  
  
Fax: \_\_\_\_\_
7. Payment remit to address:      **Motorola Solutions Credit Company LLC**  
   **P.O. Box 71132**  
   **Chicago IL 60694-1132**

Thank you

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                      24703**  
**Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24703** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refer to attached Equipment List.
<b>Equipment Location:</b>	

**Initial Term: 36 Months**

**Commencement Date:      June 1, 2020**

**First Payment Due Date:    June 1, 2021**

**3 annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

## City of South Gate (Schedule B Lease 24703)

Compound Period: Annual

Nominal Annual Rate: 0.000% first year  
 Nominal Annual Rate: 3.290% remaining term

### CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	6/1/2020	\$ 1,214,374.91	1		
2 Lease Payment	6/1/2021	\$ 417,963.28	1		
3 Rate Change	6/1/2021	Rate: 3.290 %	Compounding: Annual		
4 Lease Payment	6/1/2022	\$ 417,963.28	2	Annual	6/1/2023

### AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	6/1/2020				\$ 1,214,374.91
1	6/1/2021	\$ 417,963.28	\$ -	\$ 417,963.28	\$ 796,411.63
	6/1/2021	Rate: 3.29%		Compounding: Annual	
2	6/1/2022	\$ 417,963.28	\$ 26,201.94	\$ 391,761.34	\$ 404,650.29
3	6/1/2023	\$ 417,963.28	\$ 13,312.99	\$ 404,650.29	\$ -
Grand Totals		\$ 1,253,889.84	\$ 39,514.93	\$ 1,214,374.91	

#### ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$1,175,694.55 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.29%. Such issue price and yield will be stated in the applicable Form 8038-G.

#### INITIAL INSURANCE REQUIREMENT: \$1,214,374.91

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

### **EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24703** to that Equipment Lease Purchase Agreement number **24703** will be maintained by the City of South Gate as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24703** , City of South Gate , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 24703 to that Equipment Lease Purchase Agreement number 24703. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24703 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
1303 E. Algonquin Road  
Schaumburg, IL 60196

**If self insured, contact Motorola representative for template of self insurance letter.**

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of South Gate**?
3. Does the equipment replace existing equipment?  
  
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?  
  
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?



## EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24703

Lease Schedule A No. : 24703

### EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24703. See Schedule A for a detailed Equipment List.

LESSEE:

City of South Gate

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

Date: \_\_\_\_\_

### **CERTIFIED LESSEE RESOLUTION**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on ***May*** \_\_\_\_\_, ***2020***, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1.     Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of South Gate(Lessee) and Motorola Solutions, Inc. (Lessor).
2.     Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3.     Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

**MOTOROLA SOLUTIONS****Quote Number: QU0000500500****Effective: 24 FEB 2020****Effective To: 21 MAY 2020****Bill-To:**SOUTH GATE, CITY OF  
8620 CALIFORNIA AVE  
SOUTH GATE, CA 90280  
United States**Ultimate Destination:**SOUTH GATE, CITY OF  
8620 CALIFORNIA AVE  
SOUTH GATE, CA 90280  
United States**Attention:****Name:** Martin Dinh  
**Email:** mdinh@sogate.org**Sales Contact:****Name:** Christine Toth MR  
**Email:** christine.toth@bearcom.com  
**Phone:** 5173760485**Contract Number:** LA COUNTY (CA)**Freight terms:** FOB Destination**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
l	70	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,005.10	\$210,357.00
la	70	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$945.00	\$66,150.00
lb	70	B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$60.00	\$37.80	\$2,646.00
lc	70	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	-	-	-
ld	70	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$189.00	\$13,230.00
le	70	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$63.00	\$4,410.00
lf	70	GA09001AA	ADD: WI-FI CAPABILITY	\$300.00	\$189.00	\$13,230.00
lg	70	GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING	-	-	-
lh	70	G67DF	ADD: REMOTE MOUNT MP	\$297.00	\$187.11	\$13,097.70
li	70	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$59.85	\$4,189.50
lj	70	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$272.16	\$19,051.20
lk	70	W22BB	ADD: STD PALM MICROPHONE APEX	\$72.00	\$45.36	\$3,175.20
ll	70	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
lm	70	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$11,760.00
ln	70	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$466.20	\$32,634.00
lo	70	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	\$799.00	\$503.37	\$35,235.90
lp	70	G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$324.45	\$22,711.50

Estimated Tax Amount

\$46,317.50

**Total Quote in USD****\$498,195.50**

\* This quote contains items with approved price exceptions applied against it

\* This quote contains items that reflect discounts from approved total Price Exception of (37%)

PRICING PER 2020 ICI USER PROMOTION

PO Issued to Motorola Solutions Inc. must:

&gt;Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



Quote Number: QU0000500499

Effective: 24 FEB 2020

Effective To: 21 MAY 2020

**Bill-To:**

SOUTH GATE, CITY OF  
8620 CALIFORNIA AVE  
SOUTH GATE, CA 90280  
United States

**Ultimate Destination:**

SOUTH GATE, CITY OF  
8620 CALIFORNIA AVE  
SOUTH GATE, CA 90280  
United States

**Attention:**

**Name:** Martin Dinh  
**Email:** mdinh@sogate.org

**Sales Contact:**

**Name:** Christine Toth MR  
**Email:** christine.toth@bearcom.com  
**Phone:** 5173760485

**Contract Number:** LA COUNTY (CA)  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	40	H92SDF9PW6AN	APX 900 UHFR2 MODEL 2 PORTABLE	\$1,597.00	\$1,006.11	\$40,244.40
1a	40	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$63.00	\$2,520.00
1b	40	Q498BC	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$466.20	\$18,648.00
1c	40	QA06653AA	ENH: AES 256 SW ENCRYPTION	\$325.00	\$204.75	\$8,190.00
1d	40	QA04096AA	ENH: P25 TRUNKING	\$1,070.00	\$674.10	\$26,964.00
1e	40	H885BK	ADD: 3Y ESSENTIAL SERVICE	\$90.00	\$90.00	\$3,600.00

Estimated Tax Amount \$10,267.06

**Total Quote in USD** \$110,433.46

- \* This quote contains items with approved price exceptions applied against it
- \* This quote contains items that reflect discounts from approved total Price Exception of (37%)

**PRICING PER 2020 ICI USER PROMOTION**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

**Lease Financing Agreement between the City of South Gate and Motorola**  
**~ Signature Page ~**

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**MOTOROLA SOLUTIONS, INC.:**

By: \_\_\_\_\_  
Micah Applewhite, MSSSI VP

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



# MCC 7500E IP CONSOLES



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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**MOTOROLA SOLUTIONS**

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Motorola Solutions  
10880 Treena Street, Suite #200  
San Diego, CA. 92131  
USA

November 8, 2019

Martin Dinh  
Technical Services Manager  
City of South Gate, CA  
8620 California Ave  
South Gate, CA 90280

Subject: MCC 7500E IP Consoles

Dear Mr. Dinh,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the City of South Gate, CA with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

Motorola Solutions' proposal includes a combination of hardware, software, and services. Specifically, this proposal is to provide three (3) new MCC 7500E IP consoles and interface them to the ICI P25 System Core.

This proposal is subject to the enclosed Communications System and Services Agreement (CSSA), together with its Exhibits. This proposal shall remain valid until December 15, 2019. The City of South Gate, CA may accept the proposal by delivering to Motorola the CSSA signed by your City of South Gate, CA representative. Alternatively, Motorola would be pleased to address any concerns the City of South Gate, CA may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Joseph Warner, by phone: 312-204-9300, or email: [joseph.warner@motorolasolutions.com](mailto:joseph.warner@motorolasolutions.com).

We thank you for the opportunity to furnish the City of South Gate, CA with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Jerry Burch  
Area Sales Manager  
Motorola Solutions, Inc.

# SYSTEM DESCRIPTION

Motorola is proposing to the City the installation and configuration of the following equipment at the specified locations.

## 1.1 MCC 7500E SOLUTION OVERVIEW FOR THE CITY OF SOUTH GATE

Motorola's proposed dispatch solution for the City of South Gate is three (3) MCC 7500E Dispatch Consoles, offering IP-based seamless connectivity between dispatch operators and field personnel.

In addition to the consoles, four (4) MCD 5000 desksets are also included in this proposal for replacement of the existing legacy desksets throughout the police department. Motorola is also including five (5) new APX 8500 dual band VHF/UHF consolettes as backup, in unlikely case of interruption to main connection to Glendale Master site. A new all band APX 8500 mobile radio will replace the legacy General Electric Mutual Aid radio that is located at one of the dispatch positions. An Archiving Interface Server (AIS) is also included in this proposal to provide IP logging interface to the City's existing VoicePrint logging recorder through a Motorola provided Firewall. The City is responsible to upgrade and/or configure the existing VoicePrint logging recorder to interface and operate with the Motorola provided AIS.

Motorola has provided a UPS for each of the three (3) MCC 7500E consoles for backup power.

### Cost Savings and Ease of Use

The MCC 7500E console is designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7500E console include the following:

- The intuitive, easy to use Graphical User Interface (GUI) *enhances dispatchers' efficiency and accuracy.*
- Robust API *allows CAD systems to have complete access to console status and features* for further improvements in efficiency and accuracy.
- *Software-based upgrades* facilitate system and feature expansion.
- Installation is simplified and site costs are reduced because *console positions function without backroom electronics.*
- Console *configuration is performed at centralized Network Management clients*, and *changes are automatically distributed*, which saves valuable technician and administrator time.
- Offers *robust service logs that contain real-time information* to facilitate maintenance activities.
- Consoles within the ASTRO 25 dispatch site are *integrated into the ASTRO 25 fault management system*, which uses industry-standard event monitoring protocols, resulting in fewer dispatch site visits.
- *Flexible bandwidth requirements* minimize operating costs for remote console sites.
- *Conventional audio can be transported over the IP network*, which eliminates the need for channel banks or a separate circuit-switched network.



## MCC 7500E Console Configuration for the City of South Gate

The proposed solution offers the City of South Gate three (3) MCC 7500E Dispatch Consoles to interface with ICI's ASTRO 25 system. All three (3) consoles will be located at South Gate Police Department dispatch center.

A system block diagram of the solution is shown below:

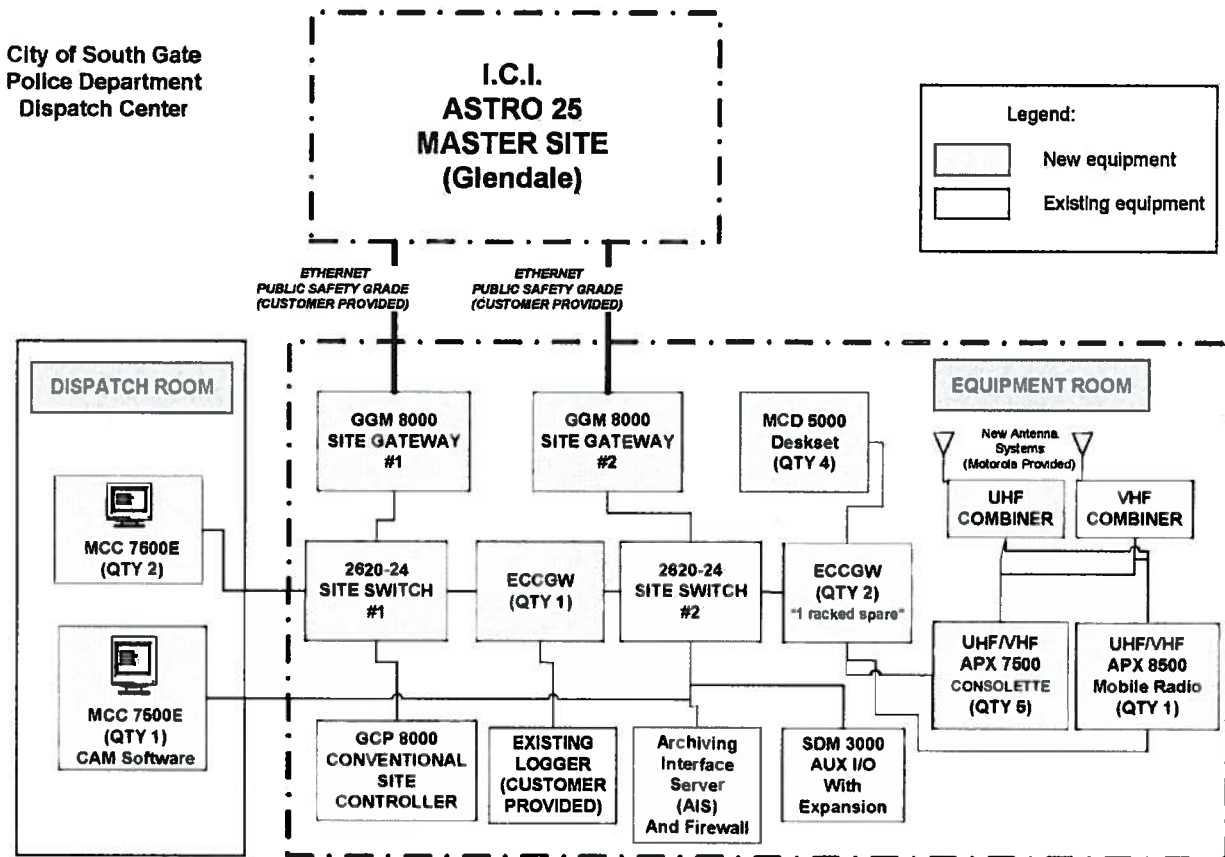


Figure 1-1: Motorola MCC 7500E Consoles Block Diagram

## 1.2 THE MCC 7500E DISPATCH EXPERIENCE

The MCC 7500E Dispatch Console offers the City of South Gate state-of-the-art communications, console management and configuration functionality, dispatch operation, and communications security.

The proposed system also offers the City of South Gate the capability to maintain both audio and data recording of the calls made on the communications system.



## 1.2.1 Interoperability Features

ASTRO 25 is specifically designed around APCO P25 standards. All voice messages are digitized, all Land Mobile Radio (LMR) system features are compliant with P25 standards, with many features exceeding the P25 standards, and the system uses the P25-defined, 9600-bps control channel format for all control channel commands. As part of ongoing enhancements to this solution, Motorola has joined and actively participated in the P25 interoperability committee to ensure continuously improving interoperability with the radios of other P25 vendors. ASTRO 25 is also fully Common Air Interface (CAI) compliant.

### **MUTUAL AID INTEROPERABILITY OFFERS FLEXIBILITY AND FUTURE EXPANSION.**

As shown in Figure 1-2, interoperable communications can be provided through a dispatcher-initiated interface (patch) to the Mutual Aid radios. The Motorola Conventional Channel Gateway (CCGW) forms the bridge between the MCC 7500E dispatch console on the ASTRO 25 radio network and the Mutual Aid radios. This allows the dispatcher to patch together Mutual Aid radios and required subscribers on the ASTRO 25 system, as situations dictate. Each GGM 8000-based

CCGW can connect with up to four analog and V.24 ports, and 16 IP-based Mutual Aid channels. The high density GGM8000-based CCGW can connect with up to eight analog and eight V.24 ports, plus 16 IP-based Mutual Aid channels. Multiple CCGWs can be installed per site to support Mutual Aid radios for seamless communications with various agencies. CCGWs can be placed at any RF or console site allowing flexibility of connecting to the MCC 7500E consoles. CCGW interfaces can be installed at any location as long as there is network connectivity back to the Zone Core. Additional CCGWs can easily be added anywhere on the LMR IP network as Mutual Aid requirements change.

As an incident occurs, local Mutual Aid agencies can initiate a radio conversation to an MCC 7500E dispatch location via a programmed channel. By selecting an icon on the console monitor, the dispatcher can initiate a patch to an RF channel for first responders as necessary. Incident conversations will be seamless from the moment of the patch initiation, and can be recorded like any talk group conversation within the LMR network. The dispatcher will also be able to take part in and monitor conversations for the duration of the incident, as necessary.

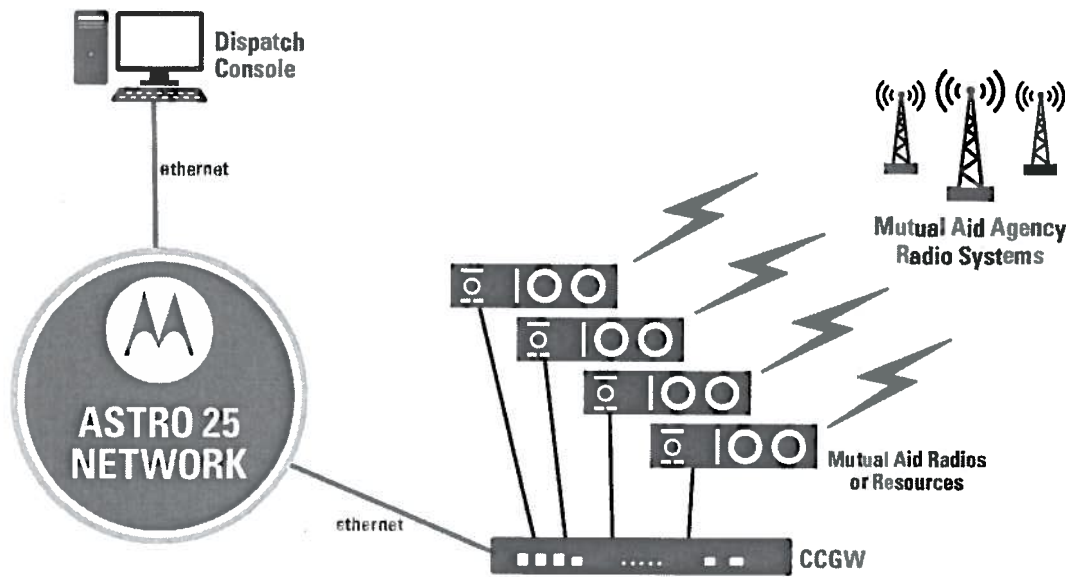


Figure 1-2: Mutual Aid Components

### 1.2.1.1 Integration with the ASTRO 25 Network

The MCC 7500E IP Dispatch Console will be seamlessly integrated into ICI's ASTRO 25 system, without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical network. This tight union between radio infrastructure and dispatch console equipment has several operational benefits to the City of South Gate.

This modular IP approach substantially reduces the amount of space needed for backroom electronics. All dispatch activity is performed over IP. The physical space needed to accommodate the MCC 7500E console position is comparable to that required for a personal computer.

Both trunked talkgroups and conventional radio channels can be accessed and controlled from one MCC 7500E IP Dispatch Console over the same network. This reduces overall transport costs and the need for duplicate fixed network equipment. Table 1-1 outlines the benefits of the MCC 7500E's seamless integration to the ICI ASTRO 25 network.

**THE MCC 7000 SERIES CONSOLES' IMPROVED USE OF BANDWIDTH ENSURES THAT EMERGENCY CALLS WILL MAKE IT THROUGH TO THE DISPATCH OPERATOR, REGARDLESS OF SYSTEM TRAFFIC.**

**Table 1-1: Benefits of Seamless Integration of the MCC 7500E IP Console with ICI's ASTRO 25 Network**

Feature	Benefit to the City of South Gate
Tight coordination between the IP network and IP console eliminates the potential for audio degradation.	Subscribers and console operators will be able to communicate without loss of information.
Emergency calls are prioritized for successful delivery regardless of network traffic.	Console operators will always be able to hear emergency calls from users in the field.
Inherent access to all system resources within the network provides dispatch priority to reach any user when needed.	Console operators will always be able to reach out to users in the field.
Rapid call set up times and quality of service, regardless of the size of the system.	The ability to scale the system to handle future capacity, while maintaining efficient dispatch operations.
True end-to-end encryption capable from the subscriber to the console operator position, enhancing operational security	Assurance that sensitive, private communications will remain secure, from the user in the field to the console dispatch operator.
Improved bandwidth efficiencies reduce transport costs.	Ongoing cost savings for the City of South Gate.

### 1.2.1.2 Connection to ASTRO 25 System

Details on the connectivity between the MCC 7500E dispatch console and the ASTRO 25 system are described below.

#### Dual Site Link

The MCC 7500E console site for the City of South Gate is remote from the ICI core site and is provided with redundant site links to provide path diversity. The console site would have two logical connections to the ICI core site (provided by City) with each connection using a different core router. Each console site gateway provides an interface that handles all of the IP Network Management traffic between the MCC 7500E console center and ICI's ASTRO 25 system core site. The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

#### LAN Switches

The site LAN switches provide LAN interfaces for dispatch site equipment and a LAN port for the link to the ICI core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

### 1.2.1.3 Conventional Base Station Interfaces

The MCC 7500E consoles are capable of accessing and controlling the City's analog and digital conventional base stations through the use of conventional channel gateways (CCGW). This capability lowers the City's cost of ownership in two ways:

- It uses the same transport network, reducing the requirements for dedicated backhaul.
- It reduces the hardware requirements for interoperability, lowering fixed network equipment costs.



The dispatch console processes audio received from the station, and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

The standard density and the high density versions of the Enhanced GGM 8000-based router can support up to 16 IP-interfaced base stations.

Using the high density version of the Enhanced GGM 8000-based CCGW, up to 16 additional conventional channels can be connected to the analog and V.24 ports. These 16 channels can be a mixture of analog, MDC 1200, ACIM link, digital, or mixed mode operation.

Additionally, the Enhanced GGM 8000-based CCGWs allow for recovery of MDC1200 and digital signaling, such as unit ID, and emergency alarm, which is passed to the MCC 7500 dispatch operator position(s).

## 1.2.2 Console Operations

The MCC 7500E dispatch console is designed to provide mission-critical audio between the dispatch console and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing.

Using robust error mitigation to maintain call quality even when the system is heavily loaded, the MCC 7500E console reduces communication errors that may force dispatch console operators to repeat their transmissions.


### 1.2.2.1 Dispatch Interface

The MCC 7500E console's graphical user interface (GUI) optimizes user efficiency. The City of South Gate can customize the MCC 7500E GUI by agency or by individual user to meet their dynamic needs and requirements.

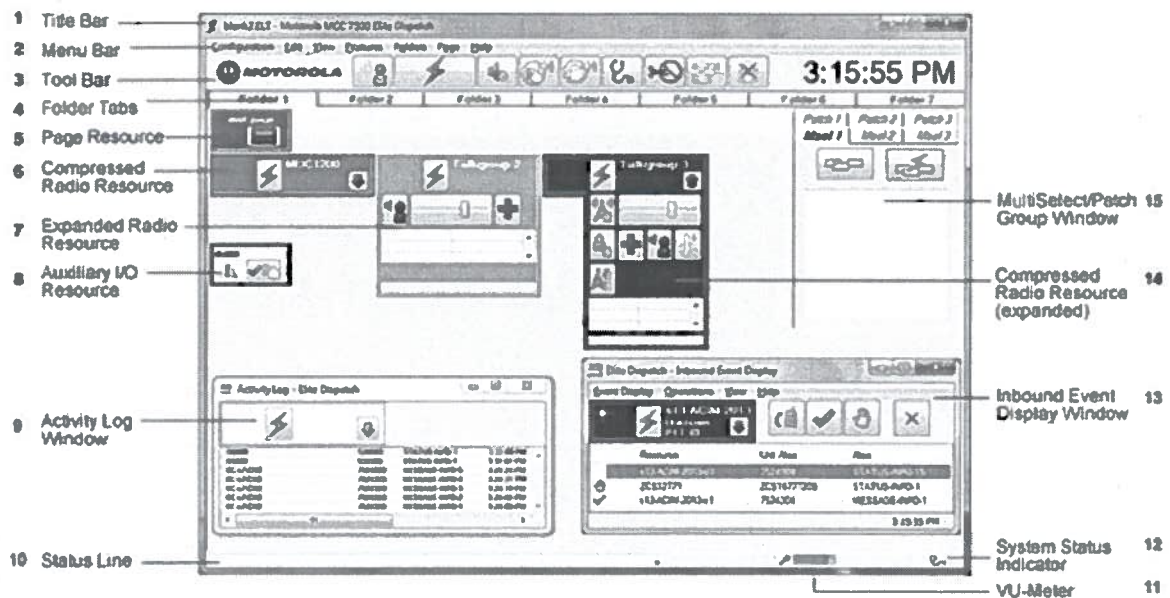
#### **Elite Dispatch Graphical User Interface**

The MCC 7500E Elite Dispatch GUI is an enhanced version of Motorola's Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for radio dispatch operators. For new users, the graphical icons and customization options make the MCC7500E console GUI easy to learn and operate.

An example of the MCC 7500E GUI is shown in Figure 1-3.



**EASY TO USE,  
FLEXIBLE, AND  
CUSTOMIZABLE  
USER INTERFACE**



**Figure 1-3: The MCC 7000 series GUI delivers critical real-time information is delivered to the console operator when and where they need it**

Based on operator preference, the MCC 7500E GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis. Customization capabilities include background colors of resources, buttons and folders, the sizes and positions of resources, the fonts, sizes and colors of text, the number of folders and the icons used on the buttons and indicators. Various controls can be highlighted, such as patch status, frequency select, coded/clear select, and individual volume control. Per-channel controls can be fully or partially shown, or hidden to save space on the screen. Busy dispatch operators can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of auxiliary inputs and outputs can be conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

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### **Inbound Event Display (Optional, Not Included)**

For those users who prefer a call-based GUI over a resource-based GUI, the MCC 7500E dispatch console supports the Inbound Event Display (IED) GUI. The IED GUI displays incoming radio events in a queue format. The dispatch console user can manage and respond to these events directly from the queue. Filtering and sorting features are available to allow the information in the queue to be tailored to the needs of the dispatch console user.



The console can be configured to operate in “quiet mode” when using the IED GUI. This is well suited to customers who operate in a Request-To-Talk (RTT) environment.

The types of events that can be displayed in the IED window include:

- Emergency Alarm events.
- Radio Status events.
- Radio Message events.

These events can occur on trunked radio resources, ASTRO 25 conventional radio resources and MDC 1200 radio resources.

### 1.2.2.2 Auxiliary Inputs/Outputs

Dispatch Consoles support Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch consoles. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch console positions in a system and may be accessible to multiple dispatch consoles.

For dispatch consoles, Aux I/O functionality and support is provided by:

- Configuration of dispatch console Aux I/O parameters through network managers.
- Dispatch console display of status inputs/control outputs.

The Aux I/O Servers are used to provide the Aux I/O feature for the dispatch consoles. The consoles communicate to the Servers to perform the Aux I/O function.

### 1.2.2.3 Standard Radio Transmission and Reception

A typical MCC 7500E console has two speakers, one for selected audio and the second for all remaining unselected audio, and a headset. Additional speakers can be added to the console, allowing dispatch operators to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources, allowing flexibility in the way the audio is presented to the dispatch operator.

#### **Receiving Calls from the Field and Other Dispatch Operators**

Dispatch operators have great flexibility as to how to hear calls from field radio users and other dispatch operators. Each console dispatch operator can define his or her own audio reception profile. They can select a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (“Single Select”). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (“Multi-Select”).

#### **Initiating Calls to the Field and Other Dispatch Operators**

The dispatch operator has several different ways of initiating a call. In most circumstances, a “General Transmit” is appropriate. With the general transmit, the dispatch operator selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button.

If the dispatch operator needs to quickly transmit on a resource that isn’t selected, they use the “Instant Transmit” function. To prevent accidental activation of functions that can have significant negative consequences if accidentally activated, the “Instant Transmit Safety Switch” can be used. The safety switch can be used with Aux I/Os and pre-defined pages, as well as, instant transmit switches.



## **Audio Communication to the Field and Other Dispatch Operators**

The dispatch operator can transmit audio in different ways, depending on who they need to speak with and how important that communication is. Most basically, they can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the operator can select additional talkgroups and/or conventional channels, as needed, for the call using the multi-select feature.

The MCC 7500E console enables dispatch operators to make private calls to individual field radio users or dispatch operators. Once this private call is established, it can be patched in with another resource at the dispatch operator's discretion.

## **Controlling Console Audio**

The MCC 7500E consoles offer the operator several different ways of controlling or muting the audio on their console. The operator can change the audio volume of any specific resource and, if they desire, can mute and un-mute all non-selected resources on the console ("All Mute") for 30 seconds.

The console enables the dispatcher to transmit on a resource while receiving audio from the same resource or other resources. It also can prevent acoustic feedback when a co-located operator position transmits by muting the transmitting operator position's audio on a shared resource.

## **Controlling Network Audio**

Dispatch operators can control the audio on the ASTRO 25 network. Using the console, the operator can enable or disable radio users in order to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch console.

### **1.2.2.4 Emergency Radio Transmission and Reception**

As part of a mission-critical communications network, the MCC 7500E console facilitates immediate prioritization and resolution of emergency communications between the City's dispatch and first responders in the field. This enables dispatch operators and first responders to focus on their mission, not their equipment—especially during critical situations.

When a field user or another dispatch operator initiates an emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The operator can then "recognize" the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed ("Emergency Recognize"). The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm ("Mute Tones at a Single Op"). When an emergency is over, the dispatch console user can end the Emergency Alarm. The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

## **Receiving an Emergency Call**

When a field user or another dispatch operator initiates an emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The audible indication works to alert the dispatch operator that an emergency is underway; the visual indication directs the dispatch operator's attention to the specific resource on which the emergency call is being made. The dispatch operator can immediately reserve a voice channel for the duration of the emergency.

The audible indication for an emergency is generated at the maximum level of the received audio, regardless of what volume the console has set that resource to. This is to ensure that the console

operator does not miss the call. When the emergency call has been acknowledged, the volume for that resource is returned to its previous level.

### **Responding to an Emergency Call**

When a console operator wishes to respond to an emergency call, they can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (“Auto-Open of Quick List”). The operator can then “recognize” the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed (“Emergency Recognize”).

The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm (“Mute Tones at a Single Op”). This would be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

### **Ending an Emergency Call**

When an emergency is over, the dispatch console user can end the Emergency Alarm. The visual indication on the console GUI is removed, and the console informs the other operator positions that the emergency is over (“Emergency End/Knockdown”).

The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

## **1.2.2.5 Radio Patch Control**

MCC 7500E console users can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group. The MCC 7500 supports a maximum of 16 active patch groups per dispatch position.

### **Setting up a Standard Patch**

A dispatch operator can set up a standard patch between trunked resources and/or conventional resources. After the patch is created, the dispatch console transmits all audio on one resource to all other resources in the patch group.

In a patch between trunked resources, patched radio users see the ID or alias of the other patched radio(s), as opposed to that of the console, provided that the radio subscriber is capable of displaying IDs. This minimizes confusion and the need for the dispatch operator to intervene in the call. Patches are automatically re-established if interrupted so the MCC 7500E user can concentrate on continuing operations.

### **Pre-Defined Patches**

Patches can also be pre-defined, and be automatically re-initiated each time a dispatch console computer is restarted (“Patch Auto-Start”).



## 1.2.2.6 Call Management and Control

### Automatic Prioritization of Calls

Calls on the MCC 7500E console are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, will take priority over general or patch transmissions.

Multiple dispatch console operators can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system, each with their own primary supervisor.

With the Network Manager Client installed, console supervisors have the capability to disable and enable operator console functionality as necessary.

### Manual Prioritization of Calls

“System Access Priority Select” allows a dispatch operator to prioritize trunked resources on the system as either “normal” or “tactical.” A dispatch operator can change the priority of a trunked resource to tactical in order to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical. When the System Access Priority status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

### Using the Multi-Select Feature

The Multi-Select feature allows a dispatch console to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while it is open or while it is closed. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

### Standard Call Indications

The MCC 7500E console indicates the availability of any given resource, whether or not it is being transmitted on at the moment. It will also give an inbound call indication that provides the console operator with a visual cue of audio activity on a radio resource. This functionality makes it easy for an operator to see at a glance what the status of a resource is at any moment.

### Resource Identification

To identify a resource, the console reads its resource ID, a string of digits that uniquely represent that resource. The console makes it easy for operators to read resource IDs by replacing them with user-friendly 16-character aliases. These aliases, which are defined during the configuration of the console system, can replace the resource IDs of the following resources:

- Trunking Talkgroup Resource.
- Trunking Announcement Group Resource.
- Trunking Individual Call Resource.
- Conventional Channel Resource.
- Conventional Channel Frequency Selection Control.
- Conventional Channel PL Selection Control.
- Aux I/O Resource.

## **MKM 7000 Console Alias Manager**

The Motorola MKM 7000 Console Alias Manager (CAM) manages the radio unit ID aliases that are displayed on MCC 7500 consoles. It enables agencies that are sharing a radio system to make changes to the aliases that are displayed on their dispatch positions and logging recorders, without affecting the aliases displayed on the dispatch positions and logging recorders of other agencies on the system.

A typical dispatch console uses many types of aliases to make it easier for dispatchers to do their jobs by providing meaningful, descriptive names instead of numeric ID numbers for different resources on the console. For example, aliases are used for:

- Trunking talkgroups and conventional channels
- Aux I/Os
- Secure keys used for voice encryption
- Frequencies on multi-frequency conventional channels
- PL codes on conventional channels using PL
- Preconfigured pages
- Radio unit IDs (also called radio PTT IDs)

Most of these aliases are defined when the console is first installed and rarely or never change. But, radio unit IDs can change more often and thus need a way to easily make changes. The MKM 7000 Console Alias Manager satisfies this need.

The CAM supports aliases for radio unit IDs for ASTRO 25 trunking systems, ASTRO 25 conventional systems, MDC 1200 conventional systems, and Advanced SecureNet conventional systems. The CAM does not support aliases for systems connected via an ISSI link, neither will it support non-Motorola consoles connected via a CSSI link.

## **Call Alerting**

When an operator needs to reach a radio user or dispatch operator and they are not near their radio or console, the dispatch operator can “page” the unattended radio or console through a series of beeps and an indication of the sender’s ID. When the radio user or dispatch operator becomes available, they will see the unit ID of the calling dispatch operator’s console or radio ID, and be able to return the call. Additionally, a Call Alert can be used to trigger an activity. For instance, a Call Alert may cause a vehicle’s horn to sound and its lights to flash.

The console operator can even send a call alert to a user who is involved in voice and data communications over the network.

## **1.2.3 Console Logging**

### **Long Term Logging Port**

Long term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch console. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch console.

The long term logging port allows an external logging recorder to be connected to a dispatch console. The audio that appears on this output is configurable, but is typically the audio that was transmitted and/or received at that dispatch console.



The configuration of audio to be presented at this port is tied to the physical dispatch console, so that no matter what user is logged into the console, the same type of audio is logged. The long term logging port can be configured to log any combination of the audio sources listed below:

- Audio received from the currently selected radio resources (note that the level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack).
- Microphone audio being transmitted to the currently selected radio resources by this dispatch console user.
- Microphone audio being transmitted to unselected radio resources by this dispatch console user.
- Any tones generated by the dispatch console that appear in its speakers (trunking tones, emergency tones, etc.).
- Tones generated by an external paging encoder.

Note that this output may be used with an instant recall recorder as well as a long term logging recorder.

## 1.2.4 Console System Security

The MCC 7500E dispatch console enables end-to-end encryption from the operator position to the ICI ASTRO 25 network, so that at no point will the City's communications be undermined by unencrypted transmissions. Each dispatch operator will be able to fully participate in secure communications while being confident that sensitive, vital information will not be heard by unauthorized individuals.

### Secure Access to the Console

To use the dispatch console, an operator must enter a valid radio system user account name and password. The dispatch console validates that information with the radio system's network manager and allows the user to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

### Secure Communications at the Console

The console itself encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted end-to-end, from the field radio user to the dispatch console. The console operator can choose whether or not to encrypt their transmissions on a particular trunked resource. Console operators can interface with agencies that have different encryption configurations without any manual intervention or delay. The MCC 7500E Console can support up to 60 calls simultaneously, using up to four different algorithms and multiple encryption keys.

To help reduce potential errors when managing encrypted communications, the MCC 7500E interface provides alerts when the console mode does not match that of a received call, and when a patch or multi-select group is being set up between a mix of clear and secure channels. The set of alerts available on the console are in Table 1-2, below.



Table 1-2: Security Features

Indication/Alert	Indication/Alert Description
Receive Cross-Mode Indication	Indicates when an inbound call's secure mode does not match the console's outbound mode, so that the console operator can respond in the correct mode.
Clear Audio Alert	Provides visual and audible indication that a trunked radio transmission or reception is unencrypted.
Multi-Select Cross-Mode Alert	Indicates that different trunked resources in a multi-select group have different secure modes, preventing console operators from transmitting audio in both secure and non-secure modes.
Patch Cross-Mode Alert	Indicates that different trunked resources in a patch group have different secure modes, preventing console operators from transmitting audio that is intended to be secure in an unencrypted state.
Key Fail Indication	Indicates that a console cannot decrypt or encrypt a call due to a problem with an encryption key.
Panic Key Zeroizing	Erases all encryption keys at a specific console or AIS at the push of a button. The button is recessed in a panel to reduce the chance of accidentally pressing it.
Keyset/Indexset Selection via GUI	Enables the dispatch operator to manually select the keyset/indexset the dispatch console uses.
Key Management via KVL	Enables the operator to use the KVL to manage all keys for a dispatch console or archiving interface server.
Key Management via Store and Forward	Enables the operator to use a KVL and KMF to manage all keys for a console or archiving interface server.

### Securing Communications at the Logging Recorder

Not only are real-time communications encrypted, MCC 7500 encryption extends to call logging ensuring that even recorded communications are not vulnerable to retrieval by unauthorized people.

Like the console itself, the Archiving Interface Server also requires a valid radio system user account name and password be entered and validated by the radio system's network manager before it allows access to recorded information. After gaining access, a user can view and listen to only the recordings for which the user has access rights. This enables agencies to keep their logs private from other agencies on the same system.

The AIS is capable of supporting up to six different encryption algorithms simultaneously.

## 1.3 MCC 7500E DISPATCH CONSOLE COMPONENT DESCRIPTION

An MCC 7500E Dispatch IP Console consists of the following elements:

- Operator position mini computer
- Audio Interface Module (AIM)
- Auxiliary Input/Outputs
- Archiving Interface Server (AIS) - Logging recorder interface
- Network equipment
- Conventional Channel Interface equipment



This section discusses the various components that make up the proposed MCC 7500E Dispatch Console system, Figure 1-4. These components are connected together and to the rest of the ICI ASTRO 25 system on an IP network via console site routers and switches. The MCC 7500E Dispatch Console functions as an integrated component of the total radio system, fully participating in system level features such as end-to-end encryption and agency partitioning.

Since the network is IP-based, the system's interfaces and components can be distributed physically throughout the network. Logging components can be centrally located at the zone core or distributed at console sites. CCGWs can be located at conventional-only RF sites, at trunking RF sites, the master site, or at console sites with conventional stations. Aux I/O Servers can be placed anywhere in the zone, closest to where they are needed.

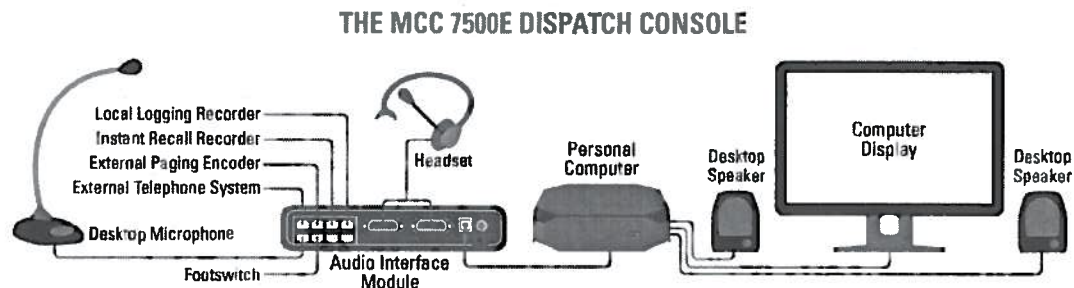


Figure 1-4: Motorola MCC 7500E Dispatch Console Hardware Architecture

### 1.3.1 Operator Position Components

MCC 7500E operator positions connect directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics.

An MCC 7500E operator position consists of a mini computer, an Audio Interface Module (AIM), one select speaker, one unselect speaker, a desktop gooseneck microphone and headset jack boxes and optional footswitch.

#### USB Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) is an optional external device that may be connected to the MCC7500E Dispatch Console. It functions as an interface between analog devices and the console position and as a general-purpose input/output module. The dispatch console is capable of supporting a single AIM.

The USB Audio Interface Module supports audio routing between the dispatch operator and the MSI purpose-built analog peripherals. The USB AIM connects to the MCC 7500E Dispatch Console with a USB cable (Figure 1-5).

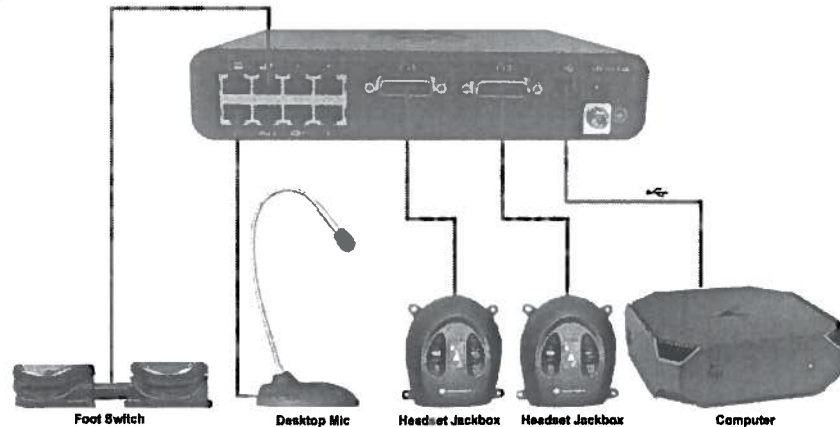


Figure 1-5 - USB Audio Interface Module (AIM)

The USB port is used to connect the USB AIM device to the MCC 7500E Dispatch Console. Other ports are used to connect peripherals (Table 1-3).

Port Type	Peripheral Type
Two DB15 connectors	Two headset jack connectors
Eight RJ45 connectors	One desktop gooseneck microphone
	One local logging recorder
	One external telephone headset
	One external paging encoder
	One footswitch
	Support for four private Aux I/O's

Table 1-3: Audio Interface Module (AIM) Peripherals

### Desktop Speakers

Each dispatch console is capable of supporting up to eight audio speakers. In this design, two speakers are included per position. These speakers supply audio for select/unselect, as well as pre-determined audio sources to specific monitor speakers, each of which transmits unique audio—that is, an audio source cannot appear in multiple speakers at a single dispatch console. Monitor speakers can tie specific talkgroups to a certain speaker, such as all fire resources to speaker 3.

Each speaker has individual volume controls, and contains an amplifier that provides a maximum of 2 Watts of power output. Speakers are self-contained units, and can be placed on a desktop, mounted in a rack/furniture, mounted on a wall, or mounted on a computer monitor.

### Headset Jack

Each dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. Each headset can either be connected to the console for supervisory applications, or to a desk telephone. The equipment design proposed includes two headset jack(s) per operator.

The headset jack contains two volume controls: one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack supports headsets which use either PJ7 (6-wire) or PJ327 (4-wire) longframe connectors (6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button).

### **Headset Base**

The Headset Base consists of an audio amplifier, a push-to-talk switch and a long cord with a PJ7 long frame connector at the end.

### **Headset Top**

The Headset top consists of the earpiece(s), microphone and a short cable that connects to the Headset Base.

### **Gooseneck Microphone**

The dispatch console is capable of supporting a desktop microphone. The desktop microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature. The other button controls the Monitor feature.

The desk microphone is permanently fastened down, or it is left loose so the dispatch console user can pick it up while using it. The 18-inch long, flexible shaft allows the base to be placed behind a keyboard or writing area and still be able to position the microphone head within a few inches of the speaker's mouth.



**Gooseneck  
Microphone**

If a desk microphone is connected to a dispatch console while no headsets are connected, the desk microphone is active whenever any transmit function is active. If a desk microphone is connected to a dispatch console while one or two headsets are connected, the desk microphone is only active during a transmit function if its transmit button is pressed. This prevents the desk microphone from picking up unwanted background sound while the dispatch console user is using a headset to transmit.

The microphone head is compatible for use with CRT monitors.

### **Footswitch**

Each dispatch console is capable of supporting a dual pedal footswitch. The footswitch controls the general transmit and monitor functions.

### **Telephone/Headset Port**

The telephone/headset port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and a telephone system (i.e. a 911 system).

When a telephone call occurs at a dispatch position, radio audio is directed from the headset to the appropriate console speaker. The headset microphone audio is routed to the telephone, allowing the dispatch console user to communicate hands-free on the telephone set. When the dispatch operator ends their call, the headset reverts back to full radio operation.

When the dispatch operator transmits on a radio resource during a telephone call, the headset microphone is re-routed to the radio system for the duration of the transmission. Once the

transmission is completed, the headset microphone is routed back to the telephone. During the transmission, the dispatch operator continues to hear the telephone audio through the headset.

### Personal Computer (PC)

The dispatch console uses an off-the-shelf personal computer, running the Microsoft Windows operating system. The PCs have a minitower form factor and come with a keyboard and mouse. A variety of monitors are supported, including both touch and non-touch operation.

## 1.3.2 Archiving Interface Server (AIS)

The Archiving Interface Server (AIS) provides an interface between the radio system and the logging recorder. This allows calls on the radio system to be recorded together with information associated with the calls.

AIS is utilized on a commercially available mini personal computer, with Motorola provided hardware and software.

The dispatch console system proposed to the City of South Gate includes an MCC 7500-based AIS for providing IP recording capability to the City's existing Voiceprint logging recorder. The City is responsible to upgrade and/or configure the existing VoicePrint logging recorder to interface and operate with the Motorola provided AIS.

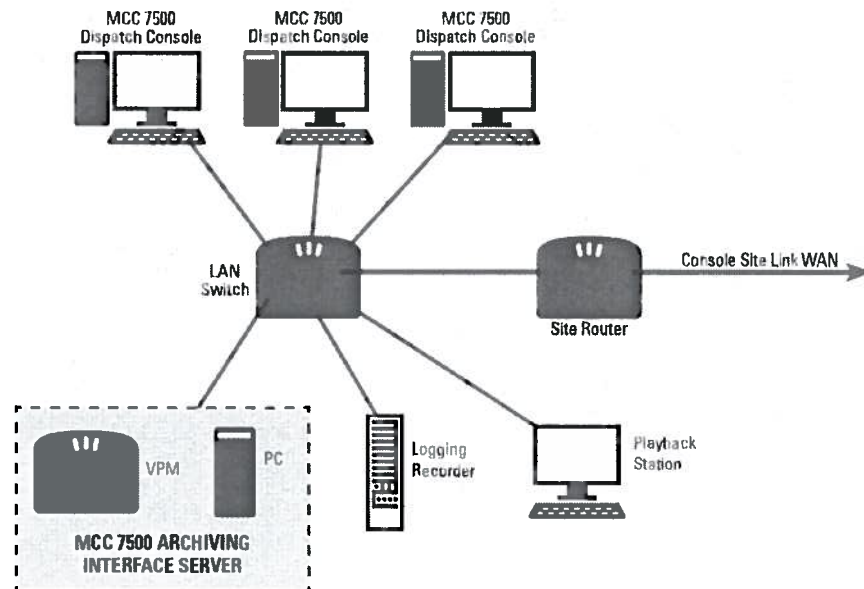


Figure 1-5: Motorola MCC 7500E VPM-Based AIS Hardware Architecture shown with Logging Recorder

The logging subsystem provides a user interface capable of allowing a user to identify actions/calls that occurred on the radio system, choose the desired call they wish to review, and play back the audio for that call through a logging playback station. The logging subsystem reconstructs the playback audio from the vocoded samples that had been sent to the logging subsystem when the call occurred.

### 1.3.3 Auxiliary Inputs and Outputs

An Auxiliary Input/Output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch consoles anywhere in the network may monitor and control the same relay output and/or external inputs. Changes are indicated across all dispatch consoles simultaneously. Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs and relay outputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console user.

#### Supported Aux I/O Configurations

The following Aux I/O configurations are supported (Table 1-4).

Aux I/O Configuration	Description
Momentary Input	This is an input where the user interface always shows the true state of the input.
Latched Input	This is an input where the user interface does not necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A dispatch console user must manually reset the display to return it to the inactive state.
Momentary Output	This output relay is activated when the dispatch console user presses the button on the user interface and deactivated when the dispatch console user releases the button.
Latched Output	This output relay changes state only when the dispatch console user presses the button.
Interlocked Latched Output	This latched output relay is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Interlocked relays work in a "break before make" fashion; that is, the previously active relay is deactivated before the new relay is activated.

Table 1-4: Aux I/O Configurations

### 1.3.4 Conventional Channel Gateway Equipment

Enhanced Conventional Channel Gateways (Enhanced CCGWs) are used to interface analog and ASTRO 25 conventional channels to the ASTRO 25 radio system infrastructure. Enhanced CCGWs provide 4-wire analog interfaces for analog channels and V.24 and IP digital interfaces for ASTRO 25 conventional channels.

The enhanced CCGW is available for interfacing to conventional channels. The enhanced CCGW can support combinations of analog, MDC 1200, ACIM Link, digital and mixed mode channels simultaneously. Low density and high density versions of the enhanced CCGW are available. Motorola has provided three (3) high density CCGWs for the City of South Gate.

- The high density version contains eight analog ports and eight V.24 ports plus an Ethernet port. Up to 16 conventional channels can be connected to the analog and V.24 ports. The 16 channels



can be mixtures of analog, MDC 1200, ACIM Link, digital or mixed mode. In addition to the 16 channels connected to ports, up to 16 IP based channels can be supported. This brings the total number of channels supported on the high density version to 32.

### Analog Configuration

The enhanced CCGW provides two sets of ports that are used with analog channels. One set (called the Analog Ports) contains the analog inputs and outputs for the channels along with a COR/Coded/Clear input and a PTT Relay output. The other set (called the Supplemental I/O Ports) contain analog logging recorder outputs and various inputs that can be used with the analog channel.

Each analog port contains the following inputs and outputs:

- **2-Wire Input/Output** – When the channel is configured for 2-wire operation, this input/output is used to send console transmit audio to the channel and to accept radio audio from the channel
- **4-Wire Input** – When the channel is configured for 4-wire operation, this input is used to accept radio audio from the channel.
- **COR or CIU Coded/Clear Input** – If the channel is configured for clear (non-secure) operation with COR (Carrier Operated Relay), then this input is used to accept the COR output from the channel. When used as a COR input, the input uses contact closure detection.
- **PTT Relay Output** – The PTT relay output provides a relay contact closure capable of supporting up to 1 Amp at 24 volts DC.
- **VOX and COR Operation** – A clear (non-secure) analog port must be configured to support either VOX or COR operation. The CCGW will not pass audio to the dispatch consoles or logging recorders unless there is an active VOX or COR condition.
- **LOBL (Line Operated Busy Light) Detectors** – The LOBL detector on the 2 or 4 wire inputs can be used to detect when a parallel non-MCC 7500 dispatch console is transmitting on the channel via tone remote control.
- **AGC, DLM and Fixed Gain Operation** – When configured for AGC operation, the gain of the audio input is constantly adjusted to provide a constant output level to the dispatch consoles and logging recorders. When configured for DLM operation, the gain of the audio input is constantly adjusted to provide a constant output level to the dispatch consoles and logging recorders. When configured for fixed gain operation, the gain of the audio input is fixed and does not change.

The enhanced CCGW provides four (low density version CCGW) or eight (high density version CCGW) ports containing supplemental I/Os which can be used to provide additional functionality on analog channels:

- **LOBL (Line Operated Busy Light) Input** – The LOBL input provides an alternative method to the software LOBL detector for detecting when a parallel non-MCC 7500 dispatch console is transmitting on an analog channel. This input can be configured for either voltage operation or contact closure operation.
- **High Speed Mute Input** – When the mute input is active, all audio at the configured audio input(s) will be muted.
- **Analog Logging Output** – The analog logging output provides 600 Ohm balanced analog audio consisting of the summed transmit and received audio from the channel connected to the paired analog port.
- **Coded/Clear Call Input** – The coded/clear call input provides certain legacy analog secure conventional channels a means of informing the MCC 7500 dispatch consoles about the mode (coded or clear) of a call.





## **V.24 Configuration**

The enhanced CCGW provides four (low density version) or eight (high density version) V.24 ports to which ASTRO 25 conventional channels may be connected. The V.24 ports on the CCGW are connected to the V.24 ports on the base station or comparator. The V.24 ports are also used for the ACIM link connections to consolettes.

## **Mixed Mode Configuration**

Both the low density and high density versions of the enhanced CCGW support mixed mode channels. These channels are shared between digital radio users and analog radio users. When a digital call is generated either by the MCC 7500 console or a radio user, the V.24 port provides the digital voice path to and from the radio system. Mixed mode operation does not use an IP link for digital audio routing. For analog radio calls, the 2 or 4 wire ports provide the analog voice path, while the V.24 ports will provide control and signaling information for the channel.

## **IP Conventional Gateway**

Both the low density and high density enhanced CCGWs can support up to 16 G-Series-based ASTRO 25 conventional channels via the radio system's IP network. The IP interface uses the same Ethernet cable that the enhanced CCGW uses for everything else. The 16 IP-connected channels are in addition to any analog or V.24 channels that may also be connected to the enhanced CCGW.

## **Conventional Site Controllers**

The conventional site controller allows dispatch console users to continue to access and control local conventional channels if connectivity to the radio system's controller is lost. This mode of operation is often called "fallback operation" or "site conventional operation".

Only one conventional site controller is required per console site or conventional subsystem. This single conventional site controller is capable of supporting the full set of dispatch consoles, archiving interface servers and CCGWs that can be placed in a console site or conventional subsystem.

Figure 1-6 shows an example of a console site with a conventional site controller.



## CONSOLE SITE

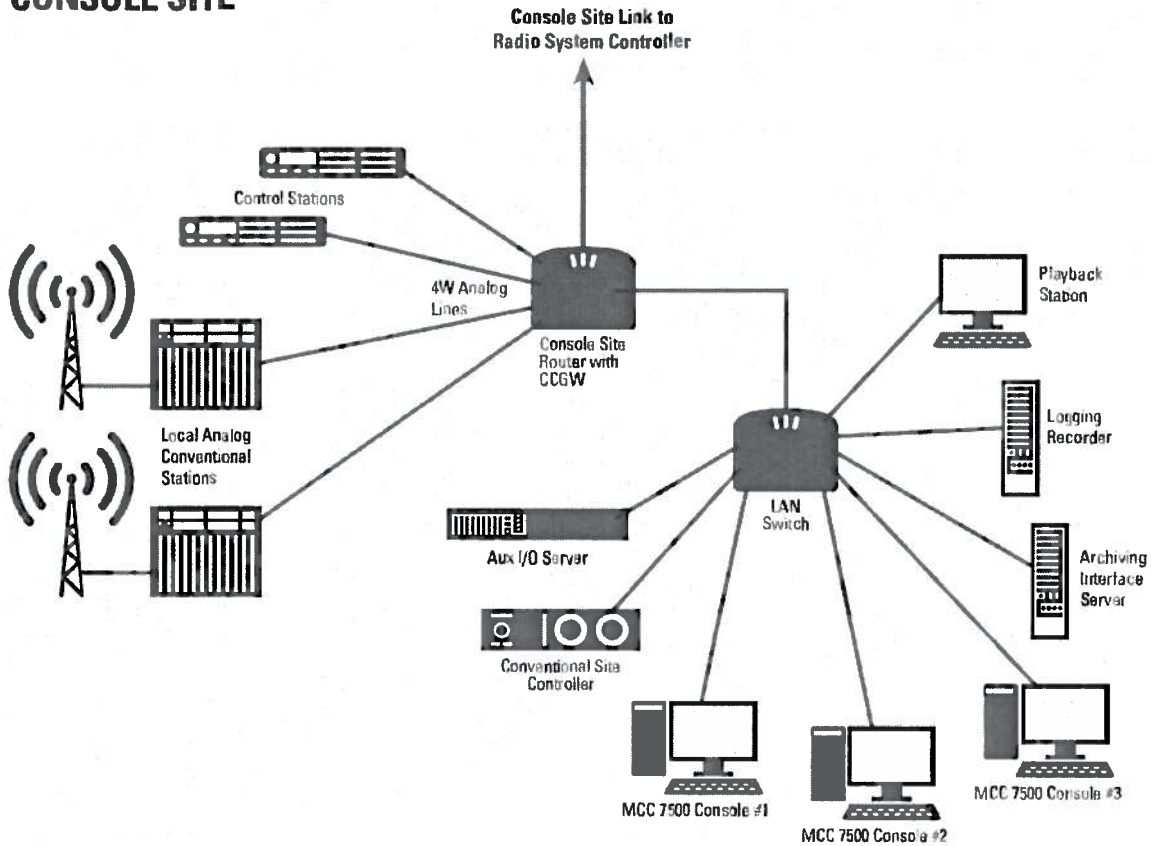


Figure 1-6: Example of a console site with a conventional site controller.

### Features Supported in Fallback Operation

While in fallback operation, the dispatch consoles continue to support the vast majority of their capabilities and features. The following general feature groups are supported:

- Station Control Features on Conventional Channels
- Main/Alternate Conventional Channel Interfaces
- Integrated Paging Encoder (analog channels only)
- Channel Marker
- Alert Tones
- RF Cross Mute
- RF Cross Busy
- Acoustic Cross Mute
- Patch
- Select and Multi-Select
- Aux I/Os (that are located at the console site)
- Call Alert (ASTRO 25 Conventional channels only)
- Emergency Call (ASTRO 25 Conventional channels only)

## 1.4 DESIGN ASSUMPTIONS

- Motorola's MCC 7500E subsystem design requires the City of South Gate to provide two (2) Ethernet links from the Glendale Master site to the City of South Gate's dispatch center. The City is responsible to provide, configure, test, maintain and demark these circuits within 20' of the proposed MCC7500E rack and/or equipment.
- As ICI upgrades their backhaul network to MPLS (Multi Protocol Label Switching), Motorola has included a Juniper router and services in this proposal for connection to ICI's MPLS network when it goes live in near future. These routers will be needed at the agency, as an end-point for connection to the MPLS network.
- The configuration of the new consoles for connection to the Santa Monica DSR site is not included in this proposal.
- No new logging solution has been included in this proposal. Actual audio recording equipment is the responsibility of the City of South Gate.
- No CAD interface has been included in this proposal.
- Motorola does not recommend the use of unlicensed PTP microwave for Public Safety use on the MCC 7500E subsystem.
- The City of South Gate to provide open antenna spaces & mounts to install the proposed new antennas for the control stations. The City of South Gate to provide capacity and space in the RF feed line conduits from the equipment room to the tower.
- The City of South Gate to provide all electrical circuits at the proposed rack locations. Motorola has not provided any electrical, civil, R56 or site improvement work in this proposal.
- Motorola will be installing five (5) new VHF/UHF dual band APX 8500 consolettes and one (1) new all-band APX 8500 mobile radio that are being provided with this proposal.
  - Each of the five (5) new APX 8500 consolettes will be connected to both VHF and UHF control station combiners (provided in this proposal). Combiners will be connected to new antenna systems as part of this proposal.
- Programming of the new APX 8500 consolettes will be performed by Motorola.
- Any required system interconnections not specifically outlined here will be provided by the City of South Gate, including but not limited to dedicated phone circuits or Ethernet.
- Motorola has provided two new racks for the additional equipment in the Equipment Room and assumes there is sufficient space for its installation.
- Existing subscribers programming and configuration is not included in this proposal.
- Motorola's MCC 7500E design is built with dedicated workstations for each MCC 7500E operator positions. The Motorola provided computers will not be configured to share/support CAD, E911 network or any other third party applications.
- The new equipment is shipped with the latest available SW release, downgrading of the supplied equipment in the field may be required to match the ICI SW release.



## SECTION 2

# STATEMENT OF WORK

This document delineates the responsibilities between Motorola and the City as agreed to by contract.

Table 2-1 describes the tasks involved with installation and configuration.

**Table 2-1: Installation and configuration tasks**

Tasks	Motorola Solutions	City of South Gate
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X



Tasks	Motorola Solutions	City of South Gate
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the City of South Gate's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of the site(s) required by system design.	X	
Validate that City of South Gate site(s) can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment and define demarcation points for electrical circuits for the console positions and equipment racks.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for City of South Gate provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		



Tasks	Motorola Solutions	City of South Gate
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide electrical circuits w/ breakers, as required, from the site's main or subpanel to console position and equipment rack demarcation points as defined in the design review.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads. Modify towers or other structures as required to support antenna loads.		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Transport removed site equipment to a location designated by City of South Gate and within City of South Gate's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>System Staging</b>		
Ship all equipment needed for staging to Motorola Solutions' Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	



Tasks	Motorola Solutions	City of South Gate
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Perform factory functional acceptance tests of system features, as available.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables. Connect equipment to the power demarcation points (City provided receptacles) per the design review, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	

Tasks	Motorola Solutions	City of South Gate
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Antenna and Transmission Line Installation		
Install antennas and associated transmission lines.	X	
Perform sweep tests on transmission lines.	X	
Deliverable: Antenna and Transmission Line installed.		
ICI ASTRO 25 Core Configuration		
Configure ICI ASTRO 25 system to support the City of South Gate dispatch site.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Provide list of subscriber IDs to Glendale/ICI for loading into the Zone Controller.		X
Deliverable: ICI ASTRO P25 Core configuration completed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
Control Station Installation and Configuration		
Provide the locations of control stations and desk sets.		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X

Tasks	Motorola Solutions	City of South Gate
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install RF local control stations identified in the equipment list.	X	
Perform control station programming.	X	
Deliverable: Control station equipment installation completed.		
Logging Equipment Installation and Configuration		
Supply logging equipment.		X
Provide interface to logging equipment (Archiving Interface Server and Firewall).	X	
Deliverable: Logging equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
Resolve any minor task failures before Final System Acceptance.	X	
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document the results of the acceptance tests and present for review.	X	





Tasks	Motorola Solutions	City of South Gate
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by City of South Gate.		
<b>PROJECT TRANSITION</b>		
<b>Cutover</b>		
Finalize Cutover Plan.	X	X
Provide Glendale/ICI with user radio information for input into the system database and activation, as required.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a City of South Gate Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by City of South Gate		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to City of South Gate upon project completion.	X	

Tasks	Motorola Solutions	City of South Gate
Provide an electronic as-built system manual on CD or other City of South Gate preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> <li>▪ Site Block Diagrams.</li> <li>▪ Site Floor Plans.</li> <li>▪ Site Equipment Rack Configurations.</li> <li>▪ Antenna Network Drawings for RF Sites (where applicable).</li> <li>▪ ATP Test Checklists.</li> <li>▪ Functional Acceptance Test Plan Test Sheets and Results.</li> <li>▪ Equipment Inventory List.</li> <li>▪ Console Programming Template (where applicable).</li> <li>▪ Maintenance Manuals (where applicable).</li> <li>▪ Technical Service Manuals (where applicable).</li> </ul> Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

## 2.1 IMPLEMENTATION ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. If any assumptions are determined to be incorrect, the proposed design and/or associated services must be changed and re-priced accordingly.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the City.
- Any tower stress analysis or tower upgrade requirements are the responsibility of the City.
- Approved FCC licensing provided by the City.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City.
- Any required system interconnections not specifically outlined here will be provided by the City. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference. Should the City's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- The City of South Gate is responsible for programming mobile and portable radios for use on the ICI P25 Radio System. Motorola is not responsible for the upgrade, programming or configuration of existing City of South Gate subscriber radios.
- The City of South Gate is responsible to work with the City of Glendale/ICI to develop a fleetmap for South Gate subscriber radios that will have access to the ICI P25 Radio System.

South Gate must provide a list of subscriber IDs to Glendale/ICI to load into the ICI Zone Controller. Motorola has not provided fleetmap services or services to load South Gate radio IDs onto the ICI Master Site Core.





## SECTION 3

## EQUIPMENT LIST

This section provides a detailed list of the equipment necessary for the proposed solution.

BLOCK	QTY	NOMENCLATURE	DESCRIPTION
LICENSE	1	SQM01SUM0273	MASTER SITE CONFIGURATION
LICENSE	2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
LICENSE	1	CA02629AD	ADD: EXPAND 7.18 M CORE
LICENSE	1	CA02835AC	ADD: WINDOW SUPPLEMENTAL TRANS CONFIG 7.18
LICENSE	1	UA00152AA	ADD: 500 RADIO USER LICENSES
LICENSE	1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
OP_POSIT MCC7500E	3	B1948	MCC 7500E DISPATCH POSITION LICENSES
OP_POSIT MCC7500E	3	UA00250AA	ADD: 30 RADIO RESOURCES LICENSE
OP_POSIT MCC7500E	3	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
OP_POSIT MCC7500E	3	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
OP_POSIT MCC7500E	3	UA00658AA	ADD: SECURE OPERATION
OP_POSIT MCC7500E	3	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
OP_POSIT MCC7500E	3	UA00661AA	ADD: ENHANCED IRR
OP_POSIT MCC7500E	3	UA00653AA	ADD: BASIC CONSOLE OPERATION
OP_POSIT MCC7500E	1	B1949	MCC 7500E SOFTWARE DVD
OP_POSIT MCC7500E	3	DSTG241B	TECH GLOBAL EVOLUTION SERIES 24INCH NON TOUCH
OP_POSIT MCC7500E	3	TT3225	REPL BY: TT3492A
OP_POSIT MCC7500E	1	DSF2B56AA	USB EXTERNAL DVD DRIVE
OP_POSIT MCC7500E	3	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
OP_POSIT MCC7500E	3	B1941	USB AUDIO INTERFACE MODULE
OP_POSIT MCC7500E	3	DSICUSBAUDIO7D	STARTECH 7.1 USB AUDIO ADAPTER SOUND CARD



BLOCK	QTY	NOMENCLATURE	DESCRIPTION
OP_POSIT MCC7500E	3	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
OP_POSIT MCC7500E	6	CDN6673	PC DESKTOP SPEAKERS
OP_POSIT	3	DSPWR100012	STANDARD IEC AC POWER CORD 12 FOOT
OP_POSIT	3	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
OP_POSIT	3	T7885	MCAFFEE WINDOWS AV CLIENT
OP_POSIT	3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
OP_POSIT	6	B1912	MCC SERIES DESKTOP SPEAKER
OP_POSIT	6	B1913	MCC SERIES HEADSET JACK
OP_POSIT	3	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
OP_POSIT	3	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
OP_POSIT	3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
OP_POSIT	3	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
UPS	3	DS9PXXT1800N008S	UPS, 9PX, 1800W, 120V, SOFTWIRED, 8 MIN RUNTIME TOWER
SWITCH	2	CLN1856	2620-24 ETHERNET SWITCH
ROUTER	1	SQM01SUM0205	GGM 8000 GATEWAY
ROUTER	1	CA01616AA	ADD: AC POWER
ROUTER	1	SQM01SUM0205	GGM 8000 GATEWAY
ROUTER	1	CA01616AA	ADD: AC POWER
AUX_IO	1	F4543	SITE MANAGER BASIC
AUX_IO	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
AUX_IO	1	V266	ADD: 90VAC TO 260VAC PS TO SM
AUX_IO	3	V592	AAD TERM BLCK & CONN WI
AUX_IO	1	F4547	SM IO EXPANSION BASIC
AUX_IO	1	V266	ADD: 90VAC TO 260VAC PS TO SM
AUX_IO	1	V592	AAD TERM BLCK & CONN WI
AUX_IO	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
CAM	1	BVN1013	MKM 7000 Console Alias Manager Software
GCP8000	1	T7038	GCP 8000 SITE CONTROLLER
GCP8000	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
GCP8000	1	X153AW	ADD: RACK MOUNT HARDWARE
GCP8000	1	CA01136AA	MCC 7500 CONVEN SITE OPER
GCP8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
ECCGW	1	SQM01SUM0205	GGM 8000 GATEWAY
ECCGW	1	CA01616AA	ADD: AC POWER
ECCGW	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
ECCGW	1	SQM01SUM0205	GGM 8000 GATEWAY



BLOCK	QTY	NOMENCLATURE	DESCRIPTION
ECCGW	1	CA01616AA	ADD: AC POWER
ECCGW	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
ECCGW	1	SQM01SUM0205	GGM 8000 GATEWAY
ECCGW	1	CA01616AA	ADD: AC POWER
ECCGW	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
RACK	2	THN1012	RACK 7' OPEN
RACK	4	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
RACK	2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
RACK	2	DDN9748	19 INCH BLACK SHELF
RACK	2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
DESKSET	4	F2380	MCD 5000 DESKSET
DESKSET	4	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
DESKSET	4	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
DESKSET	4	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)
DESKSET	4	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
DESKSET	4	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
DESKSET	1	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC
DESKSET	4	B1943	MCD 5000 LICENSING
DESKSET	4	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
APX8500	1	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
APX8500	1	G51	ENH: SMARTZONE OPERATION APX
APX8500	1	G806	ENH: ASTRO DIGITAL CAI OP APX
APX8500	1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
APX8500	1	G91	ADD: CNTRL STATION PWR SUPPLY APX8500
APX8500	1	G996	ENH: OVER THE AIR PROVISIONING
APX8500	1	GA00249AE	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE
APX8500	1	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
APX8500	1	W382	ADD: CONTROL STATION DESK GCAI MIC
APX8500	1	W665	ADD: CONTROL STATION OPERATION
APX8500	1	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
APX8500	1	GA00580	ADD: TDMA OPERATION APX
APX8500	1	G442	ADD: O5 CONTROL HEAD
APX8500	1	G444	ADD: APX CONTROL HEAD SOFTWARE
APX8500	1	G66	ADD: DASH MOUNT

BLOCK	QTY	NOMENCLATURE	DESCRIPTION
APX8500	1	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
APX8500	1	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
APX8500	1	G78	ADD: 3Y ESSENTIAL SERVICE
APX8500	1	G831	ADD: SPKR 15W WATER RESISTANT
APX8500	1	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
APX8500	1	G361	ENH: P25 TRUNKING SOFTWARE APX
APX8500	1	G832	ADD: SPKR 7.5W WATER RESISANT
APX8500CON	5	L37TSS9PW1 N	ALL BAND CONSOLETTTE
APX8500CON	5	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
APX8500CON	5	G361	ENH: P25 TRUNKING SOFTWARE APX
APX8500CON	5	G51	ENH: SMARTZONE OPERATION APX
APX8500CON	5	G806	ENH: ASTRO DIGITAL CAI OP APX
APX8500CON	5	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
APX8500CON	5	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTTE
APX8500CON	5	GA00580	ADD: TDMA OPERATION APX
APX8500CON	5	GA01174	ADD: AES-CFX CONFIGURABLE ENCRYPTION
APX8500CON	5	GA05507	DEL: DELETE 7/800MHZ BAND
APX8500CON	5	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
APX8500CON	5	CA01598	ADD: AC LINE CORD US
APX8500CON	5	G78	ADD: 3Y ESSENTIAL SERVICE
APX8500CON	5	G996	ENH: OVER THE AIR PROVISIONING
APX8500CON	5	W382	ADD: CONTROL STATION DESK GCAI MIC
APX8500CON	2	HKN6184C	CABLE CH, PROGRAMMING,USB
APX8500CON	4	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
APX8500CON	5	HKVN4289A	SOFTWARE,APX CPS DOWNLOAD - CURRENT VERSION
ANTENNA	2	DSYB661	YAGI ELEMENT 9 DBD 450-480 MHZ N FEMALE
ANTENNA	2	DSOA2041DIN	OFFSET, EXPOSED DIPOLE ARRAY, 5 DBD, 136-174 MHZ, PIM RATED
COMBINER	1	DSCS45520805SN	HYBRID CONTROL STATION COMBINER, 450-520 MHZ 8 CH.
COMBINER	1	DSCS15170805SN	HYBRID CONTROL STATION COMBINER, 150-174 MHZ 8 CH.
AIS	1	TT3225	REPL BY: TT3492A
AIS	1	T7885	MCAFEES WINDOWS AV CLIENT
AIS	1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
AIS	1	B1933	MOTOROLA VOICE PROCESSOR MODULE
AIS	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
AIS	1	CA00143AC	ADD: DES-OFB ALGORITHM
AIS	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
AIS	1	CA00182AB	ADD: AES ALGORITHM

BLOCK	QTY	NOMENCLATURE	DESCRIPTION
AIS	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
FIREWALL	1	T8586	FORTINET FIREWALL APPLIANCE
FIREWALL	1	T8128	FORTINET FIREWALL RECOVERY MEDIA
MPLS ROUTER	1	DSIGMX104PREMAC	MX104 PREM BNDL 4MIC SLOTS 2PS 2RES JUNOS CIF DVR W/ 8X480TV
MPLS ROUTER	2	DSIGCBLPWRC15MHTMP	2.5M 13A/125V PWR CORD AC C15M STRAIGHT NEMA N5-15 TO HIGH TEMP
MPLS ROUTER	2	DSIGMIC3D20GESFPE	MIC-3D-20GE-SFP ENHANCED MAC SEC & TIMING PHY MAX 256 APS
MPLS ROUTER	1	DSIGSVCNDMX104	ND SUPPORT FOR MX104
MPLS ROUTER	4	DSIGSFP1GEFE	SFP 10/100/1000 COPPER
SPARES	1	CLN1856	2620-24 ETHERNET SWITCH
SPARES	1	SQM01SUM0205	GGM 8000 GATEWAY
SPARES	1	CA01616AA	ADD: AC POWER
SPARES	2	B1912	MCC SERIES DESKTOP SPEAKER
SPARES	2	B1913	MCC SERIES HEADSET JACK
SPARES	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
SPARES	1	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
SPARES	1	TT3225	REPL BY: TT3492A
SPARES	1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
SPARES	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
SPARES	1	CA00182AB	ADD: AES ALGORITHM
SPARES	1	CA00143AC	ADD: DES-OFB ALGORITHM
SPARES	1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
SPARES	1	DLN6898	FRU: FAN MODULE
SPARES	1	DLN6805	FRU: ENERGY EFFICIENT POWER SUPPLY
SPARES	1	F4543	SITE MANAGER BASIC
SPARES	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
SPARES	1	V266	ADD: 90VAC TO 260VAC PS TO SM
SPARES	3	V592	AAD TERM BLCK & CONN WI

#### SECTION 4

# PROJECT SCHEDULE

A mutually agreed upon Project Schedule will be developed during the Project Kick-Off Meeting with the City of South Gate. The estimated time for completion of the project is 6 months from Project Kickoff through Final Project Acceptance.





**SECTION 5**

# ACCEPTANCE TEST PLAN

A detailed Acceptance Test Plan (ATP) will be developed and finalized during the Design Review.



**SECTION 6**

# **WARRANTY AND MAINTENANCE**

Motorola Solutions will provide the City of South Gate Warranty services as outlined in the CSSA. Additionally, Motorola has provided one year of Advanced Maintenance Plan that runs concurrent with the warranty period.



SECTION 7

# PRICING

Motorola is pleased to provide the following equipment and services to the City of South Gate, CA:

Equipment and Services	Pricing
<b>Equipment</b>	<b>\$468,614.00</b>
<b>Equipment Discount</b>	<b>(\$64,526.54)</b>
<b>Discounted Equipment</b>	<b>\$404,087.46</b>
<b>System Implementation</b>	<b>\$314,824.17</b>
<b>System Incentive if Order is Received by: December 15, 2019</b>	<b>(\$146,163.74)</b>
<b>Pre-Tax Total</b>	<b>\$572,747.89</b>
<b>Tax (10.25% on Equipment Only)</b>	<b>\$32,998.07</b>
<b>Total with System Incentive</b>	<b>\$605,745.96</b>

**Payment Terms:**

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of Equipment from Staging;
3. 10% of the Contract Price due upon installation of Equipment; and
4. 5% of the Contract Price due upon Final Project Acceptance.



## SECTION 8

# CONTRACTUAL DOCUMENTATION

## Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola Solutions") and the CUSTOMER ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola Solutions will sell the System and Services, as described below. Motorola Solutions and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Solutions Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description"

C-2 "Pricing Summary & Equipment List"

C-3 "Implementation Statement of Work"

C-4 "Acceptance Test Plan" or "ATP"

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and the applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

**"Acceptance Tests"** means those tests described in the Acceptance Test Plan.

**"Addendum (Addenda)"** is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

**"Administrative User Credentials"** means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

**"Beneficial Use"** means when Customer first uses the System or a Subsystem for operational purposes (excluding



training or testing).

**"Confidential Information"** means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**"Contract Price"** means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment Schedule" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

**"Deliverables"** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola Solutions prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

**"Derivative Proprietary Materials"** means derivatives of the Proprietary Materials that Motorola Solutions may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola Solutions provides Customer access.

**"Effective Date"** means that date upon which the last Party executes this Agreement.

**"Equipment"** means the hardware components of the Solution that Customer purchases from Motorola Solutions under this Agreement. Equipment that is part of the System is described in the Equipment List.

**"Feedback"** means comments or information, in oral or written form, given to Motorola Solutions by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

**"Force Majeure"** means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**"Motorola Solutions Software"** means software that Motorola Solutions or its affiliated companies owns.

**"Non-Motorola Solutions Software"** means software that a party other than Motorola Solutions or its affiliated companies owns.

**"Open Source Software"** (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

**"Proprietary Materials"** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola Solutions has developed prior to, or independently from, the provision of the Services and/or which Motorola Solutions licenses from third parties.

**"Proprietary Rights"** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola Solutions under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola Solutions or another party.

**"Services"** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

**"Software"** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**"Software Support Policy" ("SwSP")** means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Solutions Software. This policy may be modified from time to time at Motorola Solutions' discretion.

**"Solution"** means the combination of the System(s) and Services provided by Motorola Solutions under this Agreement.

**"Solution Data"** means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola Solutions, its vendors or other data sources and data that has been manipulated or retrieved using Motorola Solutions know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

**"Specifications"** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**"SUA" or "SUA II"** means Motorola Solutions' Software Upgrade Agreement program.

**"Subsystem"** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

**"System"** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

**"System Acceptance"** means the Acceptance Tests have been successfully completed.

**"System Data"** means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

**"Warranty Period"** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

**3.1. SCOPE OF WORK.** Motorola Solutions will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

**3.2. CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

**3.3. TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual





agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

**3.4. ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola Solutions will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Solutions Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

**3.5. MOTOROLA SOLUTIONS SOFTWARE.** Any Motorola Solutions Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Solutions Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

**3.6. NON-MOTOROLA SOLUTIONS SOFTWARE.** Any Non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding Non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

**3.7. SUBSTITUTIONS.** At no additional cost to Customer, Motorola Solutions may substitute any Equipment, Software, or services to be provided by Motorola Solutions, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

**3.8. OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola Solutions which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.



## Section 4 SERVICES

4.1. If Customer desires and Motorola Solutions agrees to continue Services beyond the Term, Customer's issuance and Motorola Solutions' acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. **MAINTENANCE, SUPPORT, AND SUA SERVICES.** During the Warranty Period, in addition to warranty services, Motorola Solutions will provide maintenance Services for the Equipment and support for the Motorola Solutions Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Solutions Software will be in accordance with Motorola Solutions' established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola Solutions will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to the maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola Solutions' proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola Solutions' proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola Solutions data viewed or accessed by Customer will remain Motorola Solutions' property and will be deemed Confidential Information. This Confidential Information will be promptly returned at Motorola Solutions' request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola Solutions for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola Solutions. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola Solutions upon request. Such property will be held by Customer for Motorola Solutions' use without charge and may be removed from Customer's premises by Motorola Solutions at any time without restriction. Upon termination of the Agreement for any reason, Customer shall return to Motorola Solutions all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola Solutions or its subcontractors without the prior written authorization of Motorola Solutions. This provision applies only to those employees of Motorola Solutions or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola Solutions concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola Solutions to perform the Services and its other duties under this Agreement.



Unless the Statement of Work states the contrary, Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this section.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola Solutions' ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola Solutions recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola Solutions from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola Solutions may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola Solutions and Motorola Solutions retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola Solutions outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

## **Section 5      PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola Solutions to proceed with contract performance.

## **Section 6      CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. The Customer will pay all invoices as received from Motorola Solutions and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$\_\_\_\_\_. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola Solutions has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola Solutions will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola Solutions will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola Solutions will pack and ship all Equipment in accordance with good

commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

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

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola Solutions.

## **Section 7 SITES AND SITE CONDITIONS**

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola Solutions so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola Solutions may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola Solutions may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 8 TRAINING**

Any training to be provided by Motorola Solutions to Customer will be described in the applicable Statement of Work. Customer will notify Motorola Solutions immediately if a date change for a scheduled training program is required. If Motorola Solutions incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola Solutions may recover these additional costs.

## **Section 9 SYSTEM ACCEPTANCE**





9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola Solutions will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola Solutions a written notice that includes the specific details of the failure. If Customer does not provide to Motorola Solutions a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola Solutions' ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola Solutions' prior written authorization, which will not be unreasonably withheld. Motorola Solutions is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 10 REPRESENTATIONS AND WARRANTIES**

10.1. **SYSTEM FUNCTIONALITY.** Motorola Solutions represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola Solutions is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola Solutions which is attached to or used in connection with the System or for reasons or parties beyond Motorola Solutions' control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola Solutions warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola Solutions warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Solutions Software by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Motorola Solutions Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

**10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola Solutions; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

**10.5. SERVICE WARRANTY.** During the Warranty Period, Motorola Solutions warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola Solutions to Customer (collectively, "recommendations"). Motorola Solutions makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

**10.6. WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola Solutions in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola Solutions will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola Solutions will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Solutions Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Solutions Software. These actions will be the full extent of Motorola Solutions' liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola Solutions to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola Solutions may invoice Customer for responding to the claim on a time and materials basis using Motorola Solutions' then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola Solutions.

**10.7. ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola Solutions to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

**10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOLUTIONS SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**

## **Section 11 DELAYS**

**11.1. FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

**11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola Solutions for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola Solutions or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional





engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 12 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

**12.1. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

**12.2. NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

**12.3. MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

**12.4. LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

**12.5. CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 13 DEFAULT AND TERMINATION**

**13.1. DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola Solutions may stop work on the project until it approves the Customer's cure plan.

**13.2. FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola Solutions reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola Solutions with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola Solutions for the conforming Equipment and/or Software delivered and all services performed.



## **Section 14 INDEMNIFICATION**

**14.1. GENERAL INDEMNITY BY Motorola Solutions.** Motorola Solutions will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola Solutions, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola Solutions prompt, written notice of any claim or suit. Customer will cooperate with Motorola Solutions in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola Solutions' general indemnification of Customer from liabilities that are in any way related to Motorola Solutions' performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola Solutions is entitled to immunity under the NG911 Act of 2012.

**14.2. GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola Solutions to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola Solutions gives Customer prompt, written notice of any the claim or suit. Motorola Solutions will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola Solutions from liabilities that are in any way related to Customer's performance under this Agreement.

### **14.3. PATENT AND COPYRIGHT INFRINGEMENT.**

**14.3.1.** Motorola Solutions will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola Solutions or the Motorola Solutions Software ("Motorola Solutions Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola Solutions' duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola Solutions in writing of the Infringement Claim; Motorola Solutions having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola Solutions cooperation and, if requested by Motorola Solutions, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola Solutions' obligation to defend, and subject to the same conditions, Motorola Solutions will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola Solutions in settlement of an Infringement Claim.

**14.3.2** If an Infringement Claim occurs, or in Motorola Solutions' opinion is likely to occur, Motorola Solutions may at its option and expense: (a) procure for Customer the right to continue using the Motorola Solutions Product; (b) replace or modify the Motorola Solutions Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Solutions Product and grant Customer a credit for the Motorola Solutions Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

**14.3.3** Motorola Solutions will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Solutions Product with any software, apparatus or device not furnished by Motorola Solutions; (b) the use of ancillary equipment or software not furnished by Motorola Solutions and that is attached to or used in connection with the Motorola Solutions Product; (c) Motorola Solutions Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Solutions Product by a party other than Motorola Solutions; (e) use of the Motorola Solutions Product in a manner for which the Motorola Solutions Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Solutions Software that is intended to correct the claimed infringement. In no event will Motorola Solutions' liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola Solutions from Customer from sales or license of the infringing Motorola Solutions Product.

**14.3.4.** This Section 14 provides Customer's sole and exclusive remedies and Motorola Solutions' entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola Solutions has no obligation to



provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

## **Section 15      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola Solutions' total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY Motorola Solutions PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1.    CONFIDENTIAL INFORMATION.**

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola Solutions' Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.



**16.2. PRESERVATION OF MOTOROLA SOLUTIONS' PROPRIETARY RIGHTS.** Motorola Solutions, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Solutions Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola Solutions, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola Solutions does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola Solutions' Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

**16.3 VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola Solutions will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola Solutions be required to provide any data related to cost and pricing.

**16.4 DATA AND FEEDBACK.**

**16.4.1** To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola Solutions the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

**16.4.2** Motorola Solutions owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

**16.4.3** Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola Solutions. Motorola Solutions will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola Solutions products or services conceived of or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Motorola Solutions product or service will vest solely in Motorola Solutions.

**Section 17 GENERAL**

**17.1. TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola Solutions is required to pay any of these taxes, Motorola Solutions will send an invoice to Customer and Customer will pay to Motorola Solutions the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola Solutions will be solely responsible for reporting taxes on its income or net worth.

**17.2. ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola



Solutions separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola Solutions might assist Customer in the preparation of its FCC license applications, neither Motorola Solutions nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.10. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola Solutions will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola Solutions System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola Solutions' ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola Solutions provides assistance to correct any issues caused by or arising out of the use of or

failure to maintain Administrative User Credentials, Motorola Solutions will be entitled to bill Customer and Customer will pay Motorola Solutions on a time and materials basis for resolving the issue.

17.11. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Solutions Software); Section 3.6 (Non-Motorola Solutions Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**Exhibit A**  
**MOTOROLA SOLUTIONS SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Solutions Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola Solutions"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

**Section 1      DEFINITIONS**

- 1.1 "Designated Products" means products provided by Motorola Solutions to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**Section 2      SCOPE**

Motorola Solutions and Licensee enter into this Agreement in connection with Motorola Solutions' delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola Solutions is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

**Section 3      GRANT OF LICENSE**

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola Solutions grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola Solutions' copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source



Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola Solutions will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

## **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solutions' proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola Solutions in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola Solutions of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola Solutions at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola Solutions or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola Solutions is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola Solutions and the Auditor will be kept in strict confidence by Motorola Solutions and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola Solutions, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola Solutions or another party, or any improvements that result from Motorola Solutions' processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola Solutions, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola Solutions' shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola Solutions warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola Solutions solely with reference to the Documentation. Motorola Solutions does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola Solutions makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola Solutions.

6.2 Motorola Solutions' sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola Solutions cannot correct the defect within a reasonable time, then at Motorola Solutions' option, Motorola Solutions will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola Solutions disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola Solutions knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola Solutions disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola Solutions' prior written consent. Motorola Solutions' consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola Solutions' radio products and Licensee transfers ownership of the Motorola Solutions radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola Solutions' FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided that* Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola Solutions upon request, obligating the transferee to

be bound by this Agreement.

## **Section 8      TERM AND TERMINATION**

8.1      Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola Solutions, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola Solutions.

8.2      Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola Solutions that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola Solutions or destroyed by Licensee and are no longer in use by Licensee.

8.3      Licensee acknowledges that Motorola Solutions made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola Solutions for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola Solutions may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9      Commercial Computer Software**

9.1      *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2      If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola Solutions software to any third party nor permit any party to do so.

## **Section 10      CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola Solutions' valuable proprietary and Confidential Information and are Motorola Solutions' trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.





## **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

**13.1. COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

**13.2. COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola Solutions and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

**13.3. ASSIGNMENTS AND SUBCONTRACTING.** Motorola Solutions may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

**13.4. GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

**13.5. THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola Solutions and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

**13.6. SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

**13.7. ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

**13.8 SECURITY.** Motorola Solutions uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola Solutions will take the steps set forth in Section 6 of this Agreement.



## **Exhibit B**

### **PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda. Payment for the System purchase will be in accordance with the following milestones.

#### **System Purchase (excluding Subscribers, if applicable)**

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of Equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of Equipment; and**
- 4. 5% of the Contract Price due upon Final Project Acceptance.**

**If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).**

Motorola Solutions may make partial shipments of Equipment and will request payment upon shipment of such Equipment. In addition, Motorola Solutions will invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the Equipment shipped/services performed will be determined by the value of the shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall System package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber Equipment values to total Contract Price. Overdue invoices will bear simple interest at the maximum allowable rate.

#### **For Lifecycle Support Plan and Subscription Based Services:**

**Motorola Solutions will invoice Customer annually in advance of each year of the plan.**





**EXHIBIT D**  
**System Acceptance Certificate**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola Solutions and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Motorola Solutions Representative:

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola Solutions has provided and Customer has received all deliverables, and Motorola Solutions has performed all other work required for Final Project Acceptance.

Customer Representative:

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Motorola Solutions Representative:

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



## **MAINTENANCE AND SUPPORT ADDENDUM**

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance and Support services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

### **1. DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

### **2. SCOPE**

Motorola will provide Maintenance and Support Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

### **3. TERMS AND CONDITIONS**

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

**3.1 PURCHASE ORDER ACCEPTANCE.** Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

**3.2 START DATE.** The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

**3.3 AUTO RENEWAL.** Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

**3.4 TERMINATION.** Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for all services performed.

**3.4.1 Unearned Discount:** If the Customer terminates a multi-year Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination equal to the discount applied to the last three (3) years of Service payments for the original Term. This is not a penalty but a reconciliation of the discounted pricing schedule for a multi-year commitment.



**3.5 EQUIPMENT DEFINITION.** For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

**3.6 ADDITIONAL HARDWARE.** If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Agreement and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

**3.7 MAINTENANCE.** Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

**3.8 EQUIPMENT CONDITION.** All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

**3.9 EQUIPMENT FAILURE.** Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement and applicable SOW.

**3.10 INTRINSICALLY SAFE.** Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

**3.11 EXCLUDED SERVICES.**

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

**3.12 TIME AND PLACE.** Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all



information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### 4. PAYMENT

4.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END





**INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT  
BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF SOUTH GATE**

This Interoperable Radio System Subscriber Agreement ("Agreement") is entered into by and between the City of South Gate ("Subscriber"), a chartered city located at 8620 California Avenue, South Gate, California, 90280, and the City of Montebello ("Member"), a municipal corporation and California general law city located at 1600 West Beverly Boulevard, Montebello, California, 90640. The Subscriber and Member are referred to herein individually as "Party" and jointly as "Parties".

**RECITALS**

**WHEREAS**, Member is a voting member of the Interagency Communications Interoperability System Governance Board ("ICI") and has built an infrastructure which provides for a wide area interoperable radio network; and

**WHEREAS**, Member has the technical ability to host additional radio units which may roam on its network; and

**WHEREAS**, Subscriber owns wireless communications systems and devices, which consist of radios as specified in this Agreement and desires to use the network of Member; and

**WHEREAS**, Subscriber's Police Department provides policing services for and in the City of South Gate, and desires to use the Member radio system for the community.

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the Parties agree as follows:

**1.0 PURPOSE**

The purpose of this Agreement is to allow Subscriber to subscribe to Member's ICI radio network for its beneficial use, primarily for public safety purposes. Subscriber will share radio frequencies with Member.

**2.0 TERM**

The term of this agreement shall commence on March 01, 2021 ("Subscription Commencement Date"), subject to the Parties' receipt of their respective City Council's approval, and shall continue thereafter until June 30, 2026, unless sooner terminated. Either Party, upon three (3) months prior written notice, may terminate any portion or all of the services agreed to be performed under this Agreement with or without cause. This Agreement may be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the



defaulting party shall not be deemed to be in default if it has commenced a cure within the 30-day period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.

- 2.1 Amending Terms:** The Parties shall (pursuant to this Section and Section 8.11 below) execute a mutually signed amendment if the Parties wish to change any fees reflected in **Attachment B ("Fee Schedule")** or change any terms of this Agreement.

### **3.0 FEES**

- 3.1 Initial Year:** The Initial Year of system use by Subscriber begins when Subscriber is fully operational on Member system and continues through the next June 30th. Subsequent years of system use are defined to occur each period from July 1st through June 30th during the term of the Agreement.

- 3.2 Payment of Fees:** In consideration of the materials and services set forth herein, upon execution of this Agreement, Subscriber shall pay an annual fee to Member in the amount specified in **Attachment B**. The Initial Year fee shall be prorated on a monthly basis (rounded up to full months) from the month of the Subscription Commencement Date through June 30th, and shall be paid to Member within sixty (60) days of the Subscription Commencement Date. The Subscription Commencement Date shall be the date when Subscriber has beneficial use of the interoperable radio system. After the Initial Year, Subscriber shall pay Member the annual fee on or before July 1st of each year during the term of this Agreement. Subscriber shall remit payment of the fee within thirty (30) days of being invoiced by Member.

The ICI Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

### **4.0 DESCRIPTION OF SERVICES**

- 4.1 Description of "Talkgroup":** A talkgroup is an assigned group on a trunked radio system. Unlike a conventional radio which assigns users a certain frequency, a trunk system takes a number of frequencies allocated to the system. Then the control channel coordinates the system so talkgroups can share these frequencies seamlessly. The purpose is to dramatically increase bandwidth. Many radios today treat talk-groups as if they were frequencies, since they behave like such.

- 4.2 Use of Talkgroups:** Member shall provide Subscriber use of up to ten (10) talkgroups on the Member-trunked communications system as referenced in **Attachment A** ("Talkgroups"), as may be amended from time to time.
- 4.3 Restrictions on Use of Talkgroups:** Subscriber shall use only those talkgroups assigned to Subscriber as agreed to in advance. Any use of talkgroups by Subscriber shall be in accordance with the rules and regulations of the Federal Communications Commission and state and federal law.
- 4.4 Radio Equipment:** Subscriber is responsible for the acquisition, maintenance and repair of its subscriber radios and console equipment.
- 4.5 System Maintenance:** If Subscriber notices system failures, significant transmission interference, and other system problems that are not due to subscriber radios or console equipment, then Subscriber shall promptly report these issues to Member in accordance with a 24:7 procedure mutually agreed upon by the Member's Fire Chief and Subscriber's Police or Fire Chief. Member will provide restoration or repair to system to the best of its abilities. Member shall make its best effort to provide Subscriber with the same quality of radio system use as the Member's radio system.

## **5.0 PROJECT MANAGEMENT**

Member's Wireless Communications Administrator or his or her designee shall serve as Member's project manager. Subscriber's Radio Communications Manager or his or her designee shall serve as Subscriber's project manager. The project managers shall communicate at least annually regarding the Subscriber's talkgroups' operation and needs. Talkgroups are listed in **Attachment A**. Notwithstanding Section 2.1 above and 8.11 below, the Parties may modify **Attachment A** with a Letter Amendment, which shall be dated, numbered, and signed by Member's Fire Chief to Subscriber's Police or Fire Chief.

## **6.0 LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, in no event will Member, ICI, or its affiliates, be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the services whether arising in tort (including negligence), contract or any other legal theory, even if Member has been advised of the possibility of such damages.

## **7.0 DISCLAIMER**

The services provided pursuant to this Agreement are offered with no warranty. Use of the products or services provided pursuant to this Agreement are at the Subscriber's sole risk.

## **8.0 GENERAL PROVISIONS**

- 8.1 Successors:** Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the Parties hereto but each and every one of the heirs, executors, administrators, successors, assigns, and legal representatives of the Parties hereto.
- 8.2 Assignment:** Neither party shall assign, transfer or sell any of its rights or responsibilities under this agreement in any other capacity, without the express written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment without such consent shall be void.
- 8.3 Compliance with Laws:** Each Party agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable.
- 8.4 Force Majeure:** If performance by either Party is prevented because of the occurrence of force majeure, act of God, epidemic, pandemic, fire, casualty, lockout, labor condition, riot, war, blackout, air raid, air raid alarm, act of public enemy, order or decree of any governmental agency or tribunal, extraordinary delays, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such Party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence terminates and the Agreement shall be extended for a period equal to the duration of the suspension. If such suspension continues for a period of one (1) year, this Agreement shall terminate.
- 8.5 Waiver; Remedies Cumulative:** By entering this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties to this Agreement.
- 8.6 Mitigation of Damages:** In all situations arising out of the Agreement, the Parties shall attempt to avoid and minimize damages resulting from the conduct of the other Party.
- 8.7 No Waiver:** A waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any

subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

- 8.8 Attorney fees:** If any action of law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 8.9 Captions:** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- 8.10 Authorization:** Each Party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective elected and appointed officials, administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.
- 8.11 Entire Agreement between Parties:** This Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both Parties.
- 8.12 Partial Invalidity and Choice of Law:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
- 8.13 Notices:** For the purpose of notifying or contacting the other Party relative to any matter concerning this Agreement, a Party shall mail such notice to the Party to be notified, addressed as follows:

<u>Member</u>	<u>Subscriber</u>
Kurt Johnson, Assistant Fire Chief City of Montebello 600 North Montebello Boulevard Montebello, CA 90640 Tel: (323) 887-4510 Fax: (323) 887-4502 Email:kjohnson@cityofmontebello.com	Randall Davis, Police Chief City of South Gate 8620 California Avenue South Gate, CA 90280 Tel: (323) 563-5400 Ext. 455 Fax: Email: rdavis@sogate.org

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either Party may change the specified person or address at which it is to receive notices by giving ten (10) days' notice of such change to the other Party in writing.

In recognition of the obligations stated in this Agreement, the Parties execute this Agreement:

**CITY OF MONTEBELLO**

\_\_\_\_\_  
Rene Bobadilla, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Irma Bernal-Barajas, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

\_\_\_\_\_  
Date

**CITY OF SOUTH GATE**

\_\_\_\_\_  
Maria Davila, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, South Gate City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Raul F. Salinas, Attorney for South Gate

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF SOUTH GATE**

#### **TALKGROUPS**

Up to ten (10) specific Talkgroups will be identified and programmed for use by the South Gate Police Department's subscriber radios. Modifications to Talkgroups and/or their use will be negotiated in good faith between the Parties.

The Member's Fire Chief and Subscriber's Police Chief will administratively determine the Talkgroups that South Gate Police Department is authorized to program into its Police Department radios. The Fire Chief and Police Chief may administratively modify the Talkgroups. Any such determination or modification will not require an amendment to this Agreement.

Subscriber radios are handheld, mobile, dispatch consoles two-way radios and associated equipment owned or used by Subscriber, programmed to be compatible with Member's radio system. Pursuant to this Agreement, the South Gate Police Department may operate subscriber radios on the Member's radio system, and shall receive a unique radio identification called a Subscriber ID from the Member.



## **ATTACHMENT B**

### **INTEROPOERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF SOUTH GATE**

#### **FEE SCHEDULE**

Fees are to be paid in accordance to sections 3.1 through 3.2 of this agreement.

<u>Period</u>	<u>Fee Amount</u>
Initial year (or portion of year through June 30)	\$25.00 per radio in use per month*
Year 2 (July 1 through June 30)	\$25.00 per radio in use per month
Year 3 (July 1 through June 30)	\$25.00 per radio in use per month
Year 4 (July 1 through June 30)	\$25.00 per radio in use per month
Year 5 (July 1 through June 30)	\$25.00 per radio in use per month

\* The initial year fee shall be prorated from the Commencement Date through June 30<sup>th</sup> of the following year.

The ICI Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

The anticipated total number of radios to become subscribers as of March 01, 2021, is one hundred ninety-five (195) portables and mobiles.

## CITY OF MONTEBELLO

### LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

This Land-Lease Agreement ("Agreement") is made between the CITY OF MONTEBELLO (the "City"), a Municipal corporation on its own behalf, with its mailing address located at 1600 West Beverly Boulevard, Montebello, California, 90640, hereinafter the City being designated as "LESSOR," and the City of South Gate, a Municipal corporation, with its mailing address located at 8620 California Avenue, South Gate, California, 90280, hereinafter designated "LESSEE." The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **PREMISES.** LESSOR hereby leases to LESSEE a certain designated space on the tower depicted on **Exhibit "A"** ("Premises") attached hereto and incorporated by this reference, situated on real property located at 1343 North Montebello Boulevard, Montebello, California as more specifically described in **Exhibit "B"** ("Property") attached hereto and incorporated by this reference. LESSOR hereby grants LESSEE the lease and a non-exclusive right of way over the Property for ingress and egress, for the sole purpose of the installation and maintenance of the improvements, personal property and facilities more specifically described in **Exhibit "A"** (collectively, the "Communication System"). LESSEE shall limit motor vehicle access on the Premises to work which requires the entry of motor vehicles. For all other work, including service calls, LESSEE shall enter the Premises on foot and use the public parking lot adjacent to the Premises for parking.

The LESSEE's Communication System shall remain the exclusive property of LESSEE. LESSEE shall have the right to remove the LESSEE's Communication System at the expiration or termination of this Agreement.

In the event the aforementioned right-of-way is physically inaccessible or inadequate in size to permit LESSEE to obtain and maintain services to the portion of the Property leased to it, the LESSOR hereby agrees to grant, at no cost to the LESSEE, an additional right-of-way to the LESSEE which is sufficient to permit LESSEE to obtain and maintain services to the Property leased to it.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become **Exhibit "E"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "B."** Cost for such work under this Section 2 shall be borne by the LESSEE.
3. **TERM AND CONSIDERATION.** This Agreement shall be effective as of the date of execution by both Parties ("Commencement Date") and the initial term shall expire on June 30, 2030. In consideration of the term of this Agreement, LESSEE shall pay to LESSOR annual rent in the amount indicated in **Exhibit "D"** ("Rent

Schedule”) attached hereto and incorporated by this reference. The initial year’s rent shall be payable to LESSOR on an annual prorated basis, not to exceed the amount identified in **Exhibit “D”**. After the initial year, the annual use fee shall be paid on or about July 1st of each year during the term of this Agreement.

5. CITY-OWNED EQUIPMENT. LESSOR shall cooperate with LESSEE for the purpose of or ability to place communication equipment (including any necessary accessories) on the tower for the purpose of transmitting public safety communications.
6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of maintaining and operating the LESSEE’s Communication System and uses incidental and all necessary appurtenances, including a generator. LESSOR, at its expense, may use any and all appropriate means of restricting access to unauthorized parties to the LESSEE’s Communications System, in cooperation with LESSEE. LESSEE shall have the right to replace, repair, and add to or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, as long as LESSEE insures that modifications or additions will not interfere with other systems on the property, nor overload the tower. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE’s ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the “Governmental Approvals”) that may be required by any Federal, State or Local authorities as well as satisfactory title, environmental, or soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or title, environmental, or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement.
7. INDEMNIFICATION. LESSEE agrees to defend, indemnify and hold harmless LESSOR, its elected officials, officers, agents, volunteers and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSEE or its officers, agents or employees on the Property, whether such activities or operations are authorized by this Agreement or not. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing

by LESSEE. Further, LESSEE shall pay for any and all damage, loss or theft to the property of LESSOR to the extent such damage, loss or theft relates to the activities and operations of LESSEE or its officers, agents and employees on the Property. LESSOR shall not be responsible for any loss or damage to any property owned or controlled by LESSEE that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSOR or any of its elected officials, officers, agents, volunteers or employees. LESSOR agrees to defend, indemnify and hold harmless LESSEE, its, officers, agents, and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSOR. Further, LESSOR shall pay for any and all damage, loss or theft to the property of LESSEE to the extent such damage, loss or theft arises out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. LESSEE shall not be responsible for any loss or damage to any property owned or controlled by LESSOR that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSEE or any of its officers, agents or employees.

8. **INSURANCE.** LESSEE shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the LESSEE's operations, occupancy of, and use of the leased Premises. LESSEE shall provide current evidence of the required insurance in a form of a certificate of insurance and shall provide a replacement certificate for any required insurance, which expires prior to the completion, expiration or termination of this Agreement. **Exhibit "C"** ("Insurance Requirement") attached hereto and incorporated by this reference, identifies the terms and requirements for insurance to be provided by the LESSEE.

Nothing in this paragraph shall be construed as limiting in any way, the indemnification clause contained herein and in Section 7 or the extent to which either LESSOR or LESSEE may be held responsible for payments of damages to persons or property.

LESSEE shall furnish the LESSOR with certificates of insurance which reflect insurers' names, policy numbers, coverage, and limits per terms of **Exhibit "C."**

LESSOR is self-insured for general liability for the Premises.

9. **TERMINATION.**

- a. For Convenience: Either Party, upon three (3) months' prior written notice, shall have the right to terminate this Agreement with or without cause.
  - b. For Cause: This Agreement may also be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be made within (7) seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the thirty-day (30-day) period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.
10. INTERFERENCE. With the exception of radio equipment for the activities of the LESSOR, LESSOR agrees that LESSOR, and/or any other lessees of the Property who currently have, or in the future take, possession of the Property, will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
11. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its Communication System.
12. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.
13. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. The City covenants that it is seized of a fee simple interest in the Property.
14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining



provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California where the Property is located.
16. ASSIGNMENT. This Agreement may not be sold, assigned or transferred by the LESSEE without approval or consent of the LESSOR, in LESSOR's sole and absolute discretion. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

LESSEE may not mortgage or grant a security interest in this Agreement or the LESSEE's Communication System to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), without LESSOR consent, in its sole and absolute discretion. Such Mortgagees must agree to be bound by the terms and provisions of this Agreement. In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. LESSOR agrees to notify LESSEE and LESSEE's Mortgagees simultaneously of any default by LESSEE and to give Mortgagees the same right to cure any default as LESSEE or to remove any property of LESSEE or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Sections 9 and 17 of this Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by LESSEE. Failure by LESSOR to give Mortgagees such notice shall not diminish LESSOR's rights against LESSEE, but shall preserve all rights of Mortgagees to cure any default and to remove any property of LESSEE or Mortgagees located on the Premises.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Attn: Kurt Johnson, Assistant Fire Chief  
City of Montebello  
1600 West Beverly Boulevard  
Montebello, California 90640



With a copy to City Attorney:  
Attn: Arnold M. Alvarez-Glasman  
Alvarez-Glasman & Colvin  
13181 Crossroads Pkwy North  
Suite 400 – West Tower  
City of Industry, CA 91746

LESSEE: Attn: Randall Davis, Police Chief  
City of South Gate  
8620 California Avenue  
South Gate, California, 90280

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. SUCCESSORS. This Agreement and right-of-way granted herein shall run with the land and shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.
19. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
20. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

21. **DEFAULT.** In the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the non-breaching party shall give the breaching party written notice of such default. After receipt of such written notice, the breaching party shall have thirty (30) days in which to cure any default, provided the breaching party shall have such an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching party may not maintain any action or effect any remedies for default against the breaching party unless and until the breaching party has failed to cure the same within the time periods provided in this Paragraph.
22. **ENVIRONMENTAL.** LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).
23. **CASUALTY.** In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the control of LESSEE, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of LESSEE, its employees, agents or licensees, so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed any restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rentals shall abate during the period of repair following such fire or other casualty which is caused by anything beyond the control of LESSEE.

24. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days' written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to its Communication System, antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.
25. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
26. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.
27. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
28. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
29. CO-LOCATABLE SITE. LESSEE agrees that the Lessee's Communication System shall NOT be a co-locatable facility. LESSEE may not sublease any portion of the Premises.

30. RELOCATION OF LESSEE'S COMMUNICATION SYSTEMS. If LESSOR determines it necessary to relocate LESSEE's Communications Systems, LESSOR will have the right, subject to the following provisions of this Section, and exercisable at any time to relocate all or part of LESSEE's Facilities to an alternate location (the "Relocation Premises"); provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other Governmental Approvals, costs for Tests of the Relocation Premises, etc.) shall be paid by LESSOR; (b) such relocation will be performed exclusively by LESSEE or its agents; (c) such relocation will not unreasonably result in any interruption of the communications service of LESSEE on LESSOR's Property; and (d) such relocation will not impair, or in any manner alter, the quality of communications service provided by LESSEE on and from LESSOR's Property. LESSOR will exercise its relocation right by delivering written notice pursuant to the terms of this Agreement to LESSEE. In the notice, LESSOR will identify the proposed Relocation Premises on LESSOR's Property to which LESSEE may relocate LESSEE's Facilities. LESSOR and LESSEE hereby agree that the parties will enter into an amendment to this Lease to memorialize the Relocation Premises and that the Relocation Premises shall be considered the Premises for all purposes hereunder, and such amendment shall include a survey (prepared at the sole cost and expense of LESSOR) of the Relocation Premises (including the access and utility easements) which will supplement **Exhibit "A"** hereto. If in LESSEE's reasonable judgment no suitable Relocation Premises can be found, LESSEE shall have the right to terminate this Agreement upon written notice to LESSOR, without penalty or further obligation.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals.

**LESSOR - CITY OF MONTEBELLO**

**LESSEE - CITY OF SOUTH GATE**

\_\_\_\_\_  
Rene Bobadilla, City Manager

\_\_\_\_\_  
Maria Davila, Mayor

**APPROVED AS TO LEGAL FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

  
\_\_\_\_\_  
Raul F. Salinas, Attorney for South Gate

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Irma Bernal-Barajas, City Clerk

\_\_\_\_\_  
Carmen Avalos, City Clerk



## EXHIBIT A

### LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

#### DESCRIPTION OF PREMISES

A radio tower is provided for installation of antennae or microwave.

A wiring raceway for wiring between antennae or microwave and equipment shelter.

A securable equipment shelter provided with environmental controls or heating ventilation and air conditioning (HVAC) equipment, primary power from a utility, a back-up power from a generator or alternative, fuel for the generator, and site security.

Twenty-four (24) a day access for emergency repair in the event of system failure, and/or maintenance.



**EXHIBIT B**

**LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE**

**DESCRIPTION OF PROPERTY**

City of Montebello-Fire Department-Prime Radio Site  
1343 North Montebello Boulevard  
Montebello, CA 90640



## EXHIBIT C

### LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

#### INSURANCE REQUIREMENTS

The LESSEE shall maintain throughout the duration of the term of the Land-Lease Agreement ("Agreement"), liability insurance covering the LESSEE and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or LESSEE's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the LESSEE's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the LESSEE's insurance policies shall be primary as respects any claims related to or as the result of the LESSEE's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or lessees shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
----------------------------------	-------------------------

#### General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

#### Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

#### Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
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The LESSEE shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days after the effective date of this Agreement, and no payments for services provided by LESSEE

Land Lease Agreement with the City of South Gate

under this agreement shall be made by City until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the LESSEE for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the LESSEE.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. LESSEE shall immediately advise City of any litigation that may affect these insurance policies.

## **EXHIBIT D**

### **LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE**

#### **RENT SCHEDULE**

Rent is to be paid in accordance to Sections 3 and 4 of this Agreement.

<u>Initial Term</u>	<u>Rent Amount</u>
Initial year, or proration of year, through June 30*	\$1.00
Year 2 (July 1 through June 30)	\$1.00
Year 3 (July 1 through June 30)	\$1.00
Year 4 (July 1 through June 30)	\$1.00
Year 5 (July 1 through June 30)	\$1.00
Year 6 (July 1 through June 30)	\$1.00
Year 7 (July 1 through June 30)	\$1.00
Year 8 (July 1 through June 30)	\$1.00
Year 9 (July 1 through June 30)	\$1.00
Year 10 (July 1 through June 30)	\$1.00

\*The initial year rent shall be prorated from the date Lessee first has beneficial use of the interoperable radio system through June 30<sup>th</sup> of the following year.



### Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Liisa Vardayou  
Phone: 951-255-2980 ext:  
Cell Phone: +1 9512552980  
Email: [liisa.vardayou@charter.com](mailto:liisa.vardayou@charter.com)

Order # 11531056

<b>Customer Information: Customer Code</b>		
<b>Business Name</b>	City of South Gate	<b>Customer Type:</b>
<b>Billing Address</b>		
<b>Attention To</b> Martin Dinh		<b>Account Number</b>
8620 California Ave. South Gate CA 90280		
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Martin Dinh	(323) 563-5474	<a href="mailto:mdinh@sogate.org">mdinh@sogate.org</a>
<b>Authorized Contact</b>		
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Martin Dinh	(323) 563-5474	<a href="mailto:mdinh@sogate.org">mdinh@sogate.org</a>
<b>Technical Contact</b>		
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>
Martin Dinh	(323) 563-5474	<a href="mailto:mdinh@sogate.org">mdinh@sogate.org</a>

**New and Revised Services and Monthly Charges At 8620 California Ave Unit GatePD, South Gate CA 90280**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet - 20 Mbps	1	\$0.00	\$0.00	36 Months
Ethernet - Hub - Master	1	\$0.00	\$0.00	36 Months
Retail Ethernet EPL Intrastate	1	\$419.00	\$419.00	36 Months
<b>*Total</b>			<b>\$419.00</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 120 N Isabel St Unit GlenPD, Glendale CA 91206**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet - Spoke	1	\$0.00	\$0.00	36 Months
Ethernet 20Mbps	1	\$0.00	\$0.00	36 Months
Retail Ethernet EPL Intrastate	1	\$419.00	\$419.00	36 Months
<b>*Total</b>			<b>\$419.00</b>	

\*Prices do not include taxes and fees.

**One Time fees At 120 N Isabel St Unit GlenPD, Glendale CA 91206**

Description	Quantity	Sales Price	Total
Ethernet - Installation (Per UNI)	1	\$150.00	\$150.00
<b>Total</b>			<b>\$150.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 8620 California Ave Unit GatePD, South Gate CA 90280**

Description	Quantity	Sales Price	Total
Retail Ethernet - Fiber Install	1	\$150.00	\$150.00
<b>Total</b>			<b>\$150.00</b>

\*Prices do not include taxes and fees.

**Special Terms****Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

---

**Authorized Signature for Customer**

---

**Printed Name and Title**

---

**Date Signed**



**Agreement between the City of South Gate and Spectrum**  
**~ Signature Page ~**

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

**CITY OF SOUTH GATE:**


By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**“SPECTRUM”:**

By: \_\_\_\_\_  
Liisa Vardayou, Principal

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

December 26, 2019

Martin Dinh  
South Gate PD  
Office: 323-563-5400 ext. 474  
[mdinh@sogate.org](mailto:mdinh@sogate.org)



**Subject: South Gate PD – South Gate PD to Montebello Microwave Engineering & Installation Budgetary Proposal**

Mr. Dinh

Wireless Infrastructure Services is pleased to provide this quote per the following scope of work:

**Scope of work-**

- Run preliminary engineering for new microwave path
- Secure Linkplanner for new PTP microwave system
- Secure WIS provided materials
- Receive, inventory, set up, configure and test radios
- Schedule access and mobilize crew
- Install new microwave antenna at Montebello Reservoir (based on engineering)
- Install new microwave antenna at South Gate PD (based on engineering)
- Install new 11820G PTP system – ODU's, couplers, IDU's, transmission line
- Connect, support, ground and sweep new transmission line
- Align microwave antennas
- Complete test and turn up
- Clean up site and dispose of debris

**Budgetary Project Total**

**\$58,633.29**

**Exclusions and Qualifications**

- This proposal excludes troubleshooting other issues, delays due to weather, access, or South Gate PD, additional scopes of work, and changes in scope
- Change orders, troubleshooting, stand-by, delays, out of scope, T&M and additional scopes of work will be invoiced at \$100/hr per person, portal to portal regular time. Holiday, overtime and double time will be calculated based on CA employment law with overtime billed at \$150/hr and double time at \$200/hr.
- This proposal is budgetary and based on preliminary engineering. An LOS survey should be completed to confirm antenna installation location.

Please contact me directly with any questions.

Best regards,

Brianna Vowles  
Project Manager  
Wireless Infrastructure Services  
1837 California Avenue  
Corona, CA 92881  
(951) 852-4585 mobile  
[bvowles@jtd-wis.com](mailto:bvowles@jtd-wis.com)

December 26, 2019

Martin Dinh  
South Gate PD  
Office: 323-563-5400 ext. 474  
[mdinh@sogate.org](mailto:mdinh@sogate.org)



**Subject: South Gate PD – South Gate PD to Montebello LOS Survey Proposal**

Mr. Dinh

Wireless Infrastructure Services is pleased to provide this quote per the following scope of work:

**Scope of work-**

- Schedule site access and mobilize crew
- Flash path between Montebello to South Gate PD
- Confirm antenna location, centerline, mount requirements
- Submit LOS survey documentation
- Update installation quote per findings

**Budgetary Project Total** **\$3,450.00**

**Exclusions and Qualifications**

- This proposal excludes troubleshooting other issues, delays due to weather, access, or South Gate PD, additional scopes of work, and changes in scope
- Change orders, troubleshooting, stand-by, delays, out of scope, T&M and additional scopes of work will be invoiced at \$100/hr per person, portal to portal regular time. Holiday, overtime and double time will be calculated based on CA employment law with overtime billed at \$150/hr and double time at \$200/hr.

Please contact me directly with any questions.

Best regards,

Brianna Vowles  
Project Manager  
Wireless Infrastructure Services  
1837 California Avenue  
Corona, CA 92881  
(951) 852-4585 mobile  
[bvowles@jtd-wis.com](mailto:bvowles@jtd-wis.com)

**Agreement between the City of South Gate and Wireless Infrastructure Services**  
**~ Signature Page ~**

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**WIRELESS INFRASTRUCTURE  
SERVICES:**

By: \_\_\_\_\_  
Brianna Vowles, Project Manager

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

# WARRANT REGISTER FOR COUNCIL MEETING 5/26/2020

PART I

apChkLst

05/07/2020

4:34:06PM

Final Check List

CITY OF SOUTH GATE

Page: 1

MAY 20, 2020

7:30AM

Bank : botw BANK OF THE WEST

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
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88415 5/7/2020 0008914 AMERICAN EXPRESS  
00004000 WASTE MANAGEMENT

1219885-2684-8

4/28/2020

3/1/20-3/15/20 - HOMELESS ENC/

119.85

119.85

Voucher:

Sub total for BANK OF THE WEST: 119.85

1 check in this report.

Grand Total All Checks: 119.85

Item No. 13

Gray highlights indicate prepaid checks

Page: 1

# WARRANT REGISTER FOR COUNCIL MEETING 5/26/2020

PART II

apChkLst

05/13/2020 7:35:10AM

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
88416	5/14/2020	00000437 AFLAC Voucher: 88416	Ben267133	5/14/2020	AMERICAN FAMILY LIFE INS.: PA	635.82	635.82
88417	5/14/2020	00002417 AMERICAN FIDELITY ASSURANCE Voucher: 88417	Ben267121	5/14/2020	AMERICAN FIDELITY (ABT): PAYM	421.42	421.42
88418	5/14/2020	0011469 CALIFORNIA DENTAL NETWORK Voucher: 88418	Ben267125	5/14/2020	CALIFORNIA DENTAL NETWORK	3,086.50	3,086.50
88419	5/14/2020	0012107 CALIFORNIA STATE DISBURSEMENT Voucher: 88419	Ben267139	5/14/2020	CA STATE DISB. UNIT: PAYMENT	1,218.45	1,218.45
88420	5/14/2020	0011535 CDTFA Voucher: 88420	Ben267135	5/14/2020	CA DEPT OF TAX & FEE ADMIN: F	386.68	386.68
88421	5/14/2020	00000438 COLONIAL INSURANCE CO. Voucher: 88421	Ben267123	5/14/2020	COLONIAL INSURANCE CO: PAYM	3,254.97	3,254.97
88422	5/14/2020	0009920 OCSE CLEARINGHOUSE SDU Voucher: 88422	Ben267141	5/14/2020	GARNISHMENT - AR CHILD SUPP	324.00	324.00
88423	5/14/2020	00002421 POLICE MANAGEMENT ASSOCIATION Voucher: 88423	Ben267131	5/14/2020	POLICE MANAGEMENT ASSOC.: I	2,125.00	2,125.00
88424	5/14/2020	00000335 POLICE OFFICERS ASSOCIATION Voucher: 88424	Ben267129	5/14/2020	POLICE ASSOCIATION DUES: PA	4,900.00	4,900.00
88425	5/14/2020	0011466 PRINCIPAL LIFE INSURANCE CO. Voucher: 88425	Ben267115	5/14/2020	PRINCIPAL DENTAL PPO (MISC):	30,689.74	30,689.74
88426	5/14/2020	0011467 RELIANCE STANDARD Voucher: 88426	Ben267117	5/14/2020	LONG TERM DISABILITY: PAYME	3,899.99	3,899.99
88427	5/14/2020	0008951 SENCION, CARMEN Voucher: 88427	Ben267137	5/14/2020	SPOUSAL SUPPORT-E. SENCION	553.85	553.85
88428	5/14/2020	0011468 SUPERIOR VISION SERVICES, IN Voucher: 88428	Ben267119	5/14/2020	SUPERIOR VISION MISC.: PAYME	4,006.21	4,006.21
88429	5/14/2020	00000334 UNITED WAY OF GREATER LOS ANGELES Voucher: 88429	Ben267127	5/14/2020	UNITED WAY: PAYMENT	34.33	34.33

Sub total for BANK OF THE WEST: 55,536.96

14 checks in this report.

Grand Total All Checks: 55,536.96

Page: 1



## WARRANT REGISTER FOR COUNCIL MEETING 5/26/2020

PART III

apChkLst

Final Check List

Page: 2

05/18/2020 6:05:51PM

CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
88430	5/12/2020	0011336	AVANT-GARDE INC.	6011	3/3/2020	FEB 2020 - 2ND YEAR OF CONTF	20,766.25	
Voucher:								
88431	5/18/2020	00004865	SO CALIF EDISON	5/2/2020	5/2/2020	BILLING PRD -APRIL 2020	64,175.37	
Voucher:								
88432	5/26/2020	00003502	ABC BATTERY INC.	2877	4/14/2020	2-BATTERIES FOR MESSAGE BC	487.70	
Voucher:								
				2876	4/14/2020	4-BATTERIES FOR MESSAGE BC	975.39	
				102408	4/21/2020	8- BATTERIES FOR STOCK	480.44	
88433	5/26/2020	00004607	ADLERHORST INTERNATIONAL, I104644	4/21/2020	SUPPLIES FOR MAIL/OMEGA- E (	844.33	1,943.53 844.33	
Voucher:								
88434	5/26/2020	00001467	ADMINISTRATIVE SERV. CO-OP	200315	3/31/2020	MAR 2020 - SERVICES FOR DIAL	46,665.99	
Voucher:								
88435	5/26/2020	0010065	AFC HYDRAULIC SEALS &	29677	4/22/2020	2- MANUFACTURED HI-PRESSUFI	453.33	
Voucher:								
88436	5/26/2020	00004372	AIRGAS USA, LLC	9100198266	4/8/2020	POOL CHEMICALS/CO2	189.32	
Voucher:								
				9100550803	4/22/2020	INVENTORY PO/ SAFETY SUPPL	1,210.64	
88437	5/26/2020	0007802	AIS SPECIALTY PRODUCTS, INC	PS11341510	4/30/2020	SANITIZING SUPPLIES/COVID-19	386.26	
Voucher:								
				PS1341550	4/30/2020	SANITIZING SUPPLIES	1,775.39	
88438	5/26/2020	0011059	ALESHIRE & WYNDER, LLP, SUIT156356	4/17/2020	THRU 04/30/20 - PERSONNEL-LA	5,236.50	2,161.65 5,236.50	
Voucher:								
88439	5/26/2020	0011577	ALL PHASE ELECTRIC SUPPLY C0946-481153	4/20/2020	ELECTRICAL SUPPLIES	6,537.63	19,961.89	
Voucher:								
				0946-478912	4/8/2020	MATERIALS FOR HIGH VOLT ST.		12,956.80
				0946-479148	2/26/2020	INVENTORY PO/ BATTERIES	467.46	

Gray highlights indicate prepaid checks

Page: 2

Final Check List  
CITY OF SOUTH GATE

apChkLst

05/18/2020 6:05:51PM

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88440	5/26/2020	00003399 ALVARADOSMITH Voucher:	345123	4/30/2020	THRU 4/30/2020 RE: COSG ADV F	3,200.00	
			345103	4/30/2020	THUR 4/30/2020 COMMUNITY DEVE	6,077.50	
			345104	4/30/2020	THUR 4/30/2020 RE: COSG REGA	3,327.50	
			345105	4/30/2020	THUR 4/30/2020 RE: COSG ADV ROI	136.75	
			345102	4/30/2020	THRU 04/30/20 - EMPLOYMENT M	3,190.00	
			345115	4/30/2020	THUR 4/30/20 JAH HEALING KEM	3,355.00	
			345120	4/30/2020	THRU 04/30/20 - MARY JANE NAL	391.00	
			345121	4/30/2020	THUR 4/30/20 RE: COSG ADV JOI	5,875.00	
			345176	4/30/2020	THUR 4/30/2020 RE: COSG ADV I	4,375.00	
			345101	4/30/2020	THRU 04/30/20 - GENERAL PROJ	2,502.50	
			345124	4/30/2020	THRU 04/30/20 - ATTEND SPECIA	2,362.50	
			345178	4/30/2020	THRU 04/30/20 - TUESDAYS, AGE	15,325.00	
			345106	4/30/2020	THUR 4/30/20 CENTRAL BASIN M	82.50	
			345126	4/30/2020	THRU 04/30/20- COSG ADV. JOSE	10.00	
			345109	4/30/2020	THUR 4/30/20 SILVIA LAINEZ V. C	175.00	
			345110	4/30/2020	THRU: 4/30/20 RE: COSG ADV CIT	82.50	
			345111	4/30/2020	THUR 4/30/20 CARMEN GONZAL	275.00	
			345112	4/30/2020	THUR 4/30/20 ANGELINA CASTRC	1,125.00	
			345113	4/30/2020	THUR 4/30/20 RE: MARIA D. OSOF	305.17	
			345114	4/30/2020	THUR 4/30/20 DALILA CASTILLO,	8.89	
			345116	4/30/2020	THUR 4/30/20 ARELY SANTAMAR	1,200.00	
			345117	4/30/2020	THRU 04/30/20 - LUZ MARINA PA	1,950.00	
			345118	4/30/2020	THRU 04/30/20 - LUCILA MAGAN	5,841.70	
			345119	4/30/2020	THRU 04/30/20 - ALBERT CRUZ A	1,683.85	62,857.36
88441	5/26/2020	0012273 AMERICAN ENVIRONMENTAL GR70562 Voucher:		9/27/2019	9/15/19 - TEST FOR ASBESTOS N	800.00	800.00
88442	5/26/2020	00004309 AMERIFLEX Voucher:	INV332626	5/4/2020	MAY 2020 - FSA ADMIN FEE FOR	189.00	189.00
88443	5/26/2020	0007290 APW KNOX-SEEMAN Voucher:	15181327	4/23/2020	RADIATOR FOR UNIT 290	271.51	
			15188659	4/25/2020	COOLANT TEMPERATURE SENS	54.52	
			15160279	4/18/2020	ELECTRICAL SOLENOID AND WI	92.51	
			15160689	4/18/2020	MISC AUTO PARTS & LUBRICAN	25.19	
			745834		CREDIT FOR RETURNED PART, F	-15.97	427.76
88444	5/26/2020	00003529 AT&T Voucher:	960-449-6558-5/26	5/1/2020	BILLING PRD- 05/01/20 - 05/31/20	233.37	233.37

Final Check List  
CITY OF SOUTH GATE

apChkLst  
05/18/2020 6:05:51PM

(Continued)

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88445	5/26/2020	00004313	AT&T	5/5/2020	BILLING PRD 04/05/20-05/04/20 IT	3,758.62	3,758.62
88446	5/26/2020	00005075	AT&T	4/13/2020	BAN: 9391034763- BP-03/13/20-04	2,474.90	
	Voucher:			4/13/2020	BAN: 9391034764- BP-03/13/20-04	2,646.96	
	Voucher:			4/13/2020	BAN: 9391034766- BP-03/13/20-04	106.71	
				4/13/2020	BAN: 9391034762- BP-03/13/20-04	2,572.49	
				4/13/2020	BAN: 9391034760- BP-03/13/20-0	36.38	
				4/13/2020	BAN: 9391034761- BP-03/13/20-04	82.51	
				4/13/2020	BAN: 9391034765 - BP - 03/13/20-	1,648.04	9,567.99
				4/1/2020	BAN: 9391034759- BP- 03/01/20-0	40.43	40.43
88447	5/26/2020	00005075	AT&T				
	Voucher:			5/11/2020	PORT RESTROOM RENT AT COF	380.74	
88448	5/26/2020	00004126	A-THRONE CO INC.	4/10/2020	MONTHLY RENTAL AT SALT LAKE -	190.37	571.11
	Voucher:			4/21/2020	KEYS MADE (7)	280.00	
88449	5/26/2020	00000201	ATLANTIC LOCK & KEY	5/4/2020	SPECIALIZED KEYS FOR THE DE	585.82	865.82
	Voucher:			4/8/2020	10- SPARK PLUGS FOR UNIT 405	120.94	
88450	5/26/2020	0010585	AUTOZONE STORES, INC.	4/25/2020	BATTERY TERMINALS FOR UNIT	21.21	
	Voucher:			4/22/2020	3-OIL FILTERS FOR UNIT 448 ANI	8.90	
				5/1/2020	TOGGLE SWITCH FOR UNIT 293	18.27	169.32
88451	5/26/2020	00004645	BARBOZA & ASSOCIATES	5/1/2020	THRU 04/30/20 RE: ATTORNEY-C	6,560.00	6,560.00
	Voucher:						
88452	5/26/2020	0010615	BEARCOM	5/1/2020	BEARCOM-ANNUAL SERVICES F	2,270.06	
	Voucher:			4/27/2020	MONTHLY RADIO MAINTENANCE	466.00	
				5/1/2020	BEARCOM-ANNUAL SERVICES F	323.48	
				4/1/2020	APR 2020 - BEARCOM-ANNUAL S	323.48	
				4/1/2020	APR 2020 - BEARCOM-ANNUAL S	175.52	
				4/1/2020	APR 2020 - RENEWAL- PD BEAR	1,969.67	
				4/1/2020	APR 2020 - BEARCOM-ANNUAL S	2,270.06	
				4/1/2020	BEARCOM-ANNUAL SERVICES F	318.81	8,117.08
88453	5/26/2020	0011929	BENNETT-BOWEN & LIGHTHOUS	4/13/2020	GLOVES/COVID-19	73.67	73.67
	Voucher:						
88454	5/26/2020	0009876	BIGGS CARDOSA	3/5/2020	FEB 2020 - CONSTRUCTION MA	7,782.00	
	Voucher:			2/5/2020	JAN 2020 - CONSTRUCTION MA	8,831.25	16,613.25
88455	5/26/2020	00000604	CAL PARTITIONS INC	4/15/2020	INSTALL INTERIOR WINDOWS	2,734.20	2,734.20
	Voucher:						

Final Check List  
CITY OF SOUTH GATE

apChkLst

05/18/2020 6:05:51PM

(Continued)

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88456	5/26/2020	00000759	CALIFORNIA FRAME & AXLE	58799	4/21/2020	REPLACE FRONT SUSPENSION	1,494.71
	Voucher:			58849	4/29/2020	FRONT WHEEL ALIGNMENT- UNI	55.00
88457	5/26/2020	00004433	CARPENTER, ROTHANS & DUMO	35066	4/15/2020	THRU 01/31/20 RE: CANIZALES, I	203.50
	Voucher:						
88458	5/26/2020	00003548	CDCE, INC	136889	4/29/2020	PANASONIC CF-33 TABLET FIRS	11,830.08
	Voucher:						
88459	5/26/2020	0006239	CENTRAL FORD	353654	4/30/2020	AC PRESSURE SWITCHES AND 1	91.04
	Voucher:			353642	4/30/2020	AIRBAG IMPACT SENSOR FOR U	102.71
	Voucher:			353652	4/30/2020	STEERING DAMPER FOR UNIT 3	17.96
				353698	5/1/2020	BLOWER RESISTOR FOR UNIT 4	32.44
				353321	4/22/2020	BRAKE PADS FOR UNIT 147 & 14	245.37
88460	5/26/2020	00005244	CITY OF LAKEWOOD	4900	3/19/2020	CONTRIBUTION TOWARDS LEGI	194.46
	Voucher:						489.52
88461	5/26/2020	00004083	CJ CONCRETE CONSTRUCTION	5402	4/10/2020	3/16/20-4/5/20 - CONSTRUCTION	178,334.00
	Voucher:						
88462	5/26/2020	00000311	COASTLINE EQUIPMENT	685373	4/20/2020	HYDRAULIC CYLINDER SEAL KIT	380.83
	Voucher:						
88463	5/26/2020	00003605	CUMMINS-ALLISON CORP	1361712	2/24/2020	MAINT RENEWAL FOR WATER BI	651.92
	Voucher:						
88464	5/26/2020	00001423	DAILY JOURNAL CORPORATION	B3360510	4/23/2020	NOTICE INVITING BIDS:413-ST A	714.00
	Voucher:						
88465	5/26/2020	00000314	DAPEER ROSENBLIT & LITVAK	LL17295	4/30/2020	APRIL 2020 - (ANINAL CONTROL	385.00
	Voucher:						
88466	5/26/2020	00000178	DAVE BANG ASSOCIATES INC	48367	3/9/2020	EQUIPMENT TO REPLACE SOUT	15,986.08
	Voucher:						
88467	5/26/2020	00000696	DEPT OF CONSERVATION DIVISI	JAN-MARCH 2020	5/4/2020	JAN-MACH 2020 - STRONG MOTI	2,195.61
	Voucher:						
88468	5/26/2020	00003777	DON MILLER & SONS PLUMBING	320119	4/17/2020	PD/WATER HEATER REPLACEME	89.29
	Voucher:			320133	4/20/2020	PD/WATER HEATER REPLACEME	140.17
				320097	4/20/2020	PD/WATER HEATER REPLACEME	87.21
				320081	4/17/2020	PD WATER HEATER REPLACEME	2,770.63
				320471		CREDIT FOR RETURNED PART, I	-30.90
				320651		CREDIT FOR RETURNED PART, I	-50.87
							3,005.53

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88469	5/26/2020	0010017 Voucher:	FBN3954292 FBN3954516 FBN3954716 FBN3954410	5/5/2020 5/5/2020 5/5/2020 5/5/2020	PD LEASED VEHICLE- UNIT 22Q. PD- LEASED VEHICLES UNITS 2; PD LEASED VEHICLE- UNIT 237F PD-LEASED VEHICLES REFERE	1,005.22 1,488.03 826.17 2,164.54	5,483.96
88470	5/26/2020	00000619 Voucher:	21297	4/21/2020	REGULAR UNLEADED 10% ETH.	15,190.22	17,706.30
88471	5/26/2020	0012608 Voucher:	21367	4/23/2020	REGULAR UNLEADED FUEL & T	2,516.08	143.66
88472	5/26/2020	00003770 Voucher:	Ref000268155	5/4/2020	UB REFUND CST #00059816-384	143.66	2,956.91
88473	5/26/2020	0010237 Voucher:	16088 16103	4/15/2020 4/15/2020	MONTHLY INSPECT UST MAY 20 4/6/20 - SERV CALL-UST POLICE	540.00 2,416.91	195.83
88474	5/26/2020	00004934 Voucher:	562-869-7582-5/2 562-806-9232-5/2 209-057-1084-05/2 113-798-0362-7 5/	5/4/2020 5/4/2020 5/1/2020 5/4/2020	BILLING - 05/04/20-06/03/20 BILLING - 05/04/20-06/03/20 BILLING - 05/01/20-05/31/20 BILLING PRD- 04/01/20 -05/01/20	70.85 70.85 54.13 3,844.22	3,844.22
88475	5/26/2020	00004869 Voucher:	33744100000-05/2 53744100008-5/2 63744100007-05/2 73744100006-5/2 32809400008-5/2 29007447310	5/18/2020 5/5/2020 5/5/2020 5/5/2020 5/5/2020 5/6/2020	BILLING PRD- 03/31/20 - 05/04/20 BILLING PRD- 03/31/20 - 05/05/20 BILLING PRD- 03/31/20 - 05/04/20 BILLING PRD- 03/31/20 - 05/05/20 BILLING PRD- 03/31/20 - 05/04/20 BILLING PRD- 04/01/20 - 05/06/20	264.29 226.11 1,202.85 141.32 49.77 49.57	1,933.91
88476	5/26/2020	0008789 Voucher:	GONZALEZ, VIOLETA ORQUIDIA 469-RI 468-RI 467-RI	4/14/2020 4/14/2020 4/14/2020	RI CK# 87880 - REIMBURSEMEN RI CK# 87880 - REIMBURSEMEN RI CK# 87880 - REIMBURSEMEN	2,500.00 2,750.00 2,500.00	7,750.00
88477	5/26/2020	0008109 Voucher:	2020-25700	4/28/2020	UNIFORM AND ACCESSORIES F	109.45	109.45
88478	5/26/2020	00002568 Voucher:	HAAKER EQUIPMENT COMPANY C60151	4/23/2020	SEWER JETTER EQUIPMENT	4,189.50	4,189.50
88479	5/26/2020	00002577 Voucher:	11935061	4/24/2020	REAGENT	1,771.90	1,771.90
88480	5/26/2020	00000989 Voucher:	44127	3/12/2020	1/26/20-2/22/20 - GARFIELD/IMPE	3,084.64	3,084.64
88481	5/26/2020	0011526 Voucher:	679637 679638 679639	4/9/2020 4/9/2020 4/9/2020	MULTI-CHLOR MULTI-CHLOR MULTI-CHLOR	680.22 838.44 827.10	2,345.76

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88482	5/26/2020	0008788	HELPLINE YOUTH COUNSELING HYC-1920Q3	5/5/2020	REIMB: PERSONNEL FOR QTR 3	4,946.75	4,946.75
88483	5/26/2020	0012609	HERNANDEZ, MARCELINO Ref000268156	5/4/2020	UB REFUND CST #00063453-104;	172.10	172.10
88484	5/26/2020	0005767	HERTZ EQUIPMENT RENTAL COF31405885-001	4/21/2020	BOOM TRUCK	1,697.82	1,697.82
88485	5/26/2020	00000268	HOME DEPOT CREDIT SERVICES1340355	4/16/2020	SPA CIRCULATING PUMP REPAIR	22.64	
			1340356	4/16/2020	WATER FOUNTAIN MAINTENANC	93.48	
			1360613	4/16/2020	BUILDING MAINTENANCE/SPOR	25.95	
			0340359	4/17/2020	BUILDING MAINTENANCE/SPOR	124.07	
			0340357	4/17/2020	BUILDING MAINTENANCE/CITY F	100.27	
			9371101	4/18/2020	WET/DRY VAC	265.03	
			9371100	4/18/2020	CITY HALL/PAINTING RESTROO	323.27	
			8371341	4/29/2020	TRAFFIC SIGNAL REPAIRS	91.73	
			8371340	4/29/2020	TRAFFIC SIGNAL REPAIRS	93.47	
			3360807	5/4/2020	FACILITY MAINTENANCE SUPPL	19.20	
			9371099	4/18/2020	GRAFFITI PAINT/COLOR MATCH	509.74	
			9350450	4/18/2020	CITY HALL/PAINTING	327.52	
			9360746	4/28/2020	SPORTS CENTER/PAINTING	237.46	
			7350479	4/20/2020	SPORTS CENTER/PAINTING POC	113.62	
			5360781	5/2/2020	PD/PAINTING	31.78	
			3371446	5/4/2020	GROUNDS MAINT. SUPPLIES	47.95	2,442.56
			3360810	5/4/2020	PD/LOBBY DOORS	15.38	3,750.00
88486	5/26/2020	0006153	HUMAN SERVICES ASSOCIATIONFEB 2020	5/11/2020	3RD QTR BILLING - CONGREGA	3,750.00	
88487	5/26/2020	00004578	INTERWEST CONSULTING GROU59068	5/4/2020	PLAN CHECK SERVICES	5,217.69	5,217.69
88488	5/26/2020	0009928	INVESTIGATIVE POLYGRAPH, SE339	4/30/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
			338	4/30/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
			337	4/30/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
			336	4/29/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	1,200.00
88489	5/26/2020	0011903	ITERIS, INC. 121937	4/27/2020	10/1/19-3/31/20 - ENGINEERING	4,810.03	4,810.03
88490	5/26/2020	0005586	JOE A. GONSALVES & SONS 158192	4/16/2020	MAY 2020 - LEGISLATIVE ADVOC	2,500.00	2,500.00



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88491	5/26/2020	00003387	KNORR SYSTEMS INC	4/21/2020	REPLACE CO2 HEATER	7,365.14	
	Voucher:		PWSVI-5522	2/22/2020	UV FLANGE LEAK REPAIR	389.39	7,754.53
88492	5/26/2020	0007294	KOA CORPORATION	4/23/2020	4/16/20-4/23/20 - AS NEEDED PR	850.24	
	Voucher:		JB91205-1	3/2/2020	2/3/20-3/1/20 - CONST MONITOR	9,440.00	10,290.24
88493	5/26/2020	00005175	LA COUNTY METROPOLITAN	3/31/2020	FEB 2020 - TAP BUS PASSES	5,718.00	5,718.00
	Voucher:		105542				
88494	5/26/2020	0006905	LA COUNTY SHERIFF'S DEPARTM	4/13/2020	MAR 2020 FOOD FOR THE JAIL	554.00	554.00
	Voucher:		203261BL				
88495	5/26/2020	0011297	LEFTA SYSTEMS	3/31/2020	LEFTA ANNUAL SUPPORT & HOE	2,100.00	2,100.00
	Voucher:		2437				
88496	5/26/2020	00003754	LIEBERT CASSIDY WHITMORE	3/31/2020	THUR4/30/2020 GENERAL SRV	1,090.00	1,090.00
	Voucher:		1496675				
88497	5/26/2020	00004384	LIEN ON ME, INC.	1/29/2020	BILL REVIEW: ROJAS, EFRAIN - (	919.54	919.54
	Voucher:		559329943				
88498	5/26/2020	00004060	MCMMASTER-CARR SUPPLY CO	4/23/2020	METERING PUMP	606.14	606.14
	Voucher:		38559705				
88499	5/26/2020	0011575	MERCHANTS BUILDING	3/31/2020	3/23/20-3/31/20 - MBM-ANNUAL J	2,226.00	
	Voucher:		577802	3/1/2020	MAR 2020 - MBM-ANNUAL JANITI	19,257.44	21,483.44
88500	5/26/2020	0010689	MICROSOFT CORPORATION	3/4/2020	MICROSOFT SURFACES FOR CI:	4,695.02	
	Voucher:		9555963677	3/5/2020	MICROSOFT SURFACES FOR CI:	586.04	5,281.06
88501	5/26/2020	00000447	MISC - BLDG PERMITS	5/4/2020	REFUND: PERM#200000374- 110-	679.26	679.26
	Voucher:		0200000374-KELT				
88502	5/26/2020	00000170	MISC - PKS & REC REFUND	6/11/2020	226118-REFUND FACILITY RENT/	430.00	430.00
	Voucher:		226118-VALIENTE				
88503	5/26/2020	00000170	MISC - PKS & REC REFUND	4/30/2020	228662-REFUND FACILITY FEE-L	430.00	430.00
	Voucher:		228662-LEGACY I				
88504	5/26/2020	00000170	MISC - PKS & REC REFUND	5/11/2020	231088-REFUND PRIVATE SWIM	192.00	192.00
	Voucher:		231088-Gonzalez,				
88505	5/26/2020	00000170	MISC - PKS & REC REFUND	5/11/2020	231070-REFUND PRIVATE SWIM	192.00	192.00
	Voucher:		231070-Maldenadt				
88506	5/26/2020	00000170	MISC - PKS & REC REFUND	5/11/2020	231112-REFUND PRIVATE SWIM I	192.00	192.00
	Voucher:		231112-Aguila,K.				
88507	5/26/2020	00000170	MISC - PKS & REC REFUND	5/11/2020	231072-REFUND PRIVATE SWIM	192.00	192.00
	Voucher:		231072-Garcia,O.				

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88508	5/26/2020	00000170	MISC - PKS & REC REFUND	231058-Bonilla,V.	5/11/2020	231058-REFUND PRIVATE SWIM	192.00
Voucher:							
88509	5/26/2020	00000170	MISC - PKS & REC REFUND	231083-Carter,Y.	5/11/2020	231083-REFUND PRIVATE SWIM	192.00
Voucher:							
88510	5/26/2020	00000170	MISC - PKS & REC REFUND	231128-Miranda,M	5/11/2020	231128-REFUND PRIVATE SWIM	154.00
Voucher:							
88511	5/26/2020	00000170	MISC - PKS & REC REFUND	227717-Guerrero,I	5/13/2020	227717-REFUND FACILITY RENT,	151.00
Voucher:							
88512	5/26/2020	00000170	MISC - PKS & REC REFUND	233853-Rivera,M.	5/6/2020	233853-REFUND KARATE (MARC	150.00
Voucher:							
88513	5/26/2020	00000170	MISC - PKS & REC REFUND	233844-Lara,J.	5/12/2020	233844-REFUND YOUTH TENNIS	130.00
Voucher:							
88514	5/26/2020	00000170	MISC - PKS & REC REFUND	231074-Saavedra,	5/11/2020	231074-REFUND SEMI-PRIVATE :	116.00
Voucher:							
88515	5/26/2020	00000170	MISC - PKS & REC REFUND	231092-Vargas,C.	5/11/2020	231092-REFUND SEMI-PRIVATE :	116.00
Voucher:							
88516	5/26/2020	00000170	MISC - PKS & REC REFUND	231076-Granillo,E.	5/11/2020	231076-REFUND SEMI-PRIVATE :	116.00
Voucher:							
88517	5/26/2020	00000170	MISC - PKS & REC REFUND	231110-Rodriguez,	5/11/2020	231110-REFUND SEMI-PRIVATE :	116.00
Voucher:							
88518	5/26/2020	00000170	MISC - PKS & REC REFUND	231085-Torres,L.	5/11/2020	231085-REFUND SEMI-PRIVATE :	116.00
Voucher:							
88519	5/26/2020	00000170	MISC - PKS & REC REFUND	232793-Vasquez,A	5/6/2020	232793-REFUND KARATE (MARC	100.00
Voucher:							
88520	5/26/2020	00000170	MISC - PKS & REC REFUND	231981(B)-Felix,B.	5/11/2020	231981-REFUND TINY TOT SWIM	100.00
Voucher:							
88521	5/26/2020	00000170	MISC - PKS & REC REFUND	231981-Felix,B.	5/11/2020	231981-REFUND YOUTH GROUP	40.00
Voucher:							
88522	5/26/2020	00000170	MISC - PKS & REC REFUND	232894-Ramirez,E	5/6/2020	232894-REFUND KARATE (MARC	100.00
Voucher:							
88523	5/26/2020	00000170	MISC - PKS & REC REFUND	231957(B)-Ruidas	5/11/2020	231957-REFUND TINY TOT SWIM	100.00
Voucher:							
88524	5/26/2020	00000170	MISC - PKS & REC REFUND	231957-Ruidas,M.	5/11/2020	231957-REFUND YOUTH GROUP	140.00
Voucher:							
88525	5/26/2020	00000170	MISC - PKS & REC REFUND	231806-Ledezma,I	5/6/2020	231806-REFUND KARATEVOLLE	97.00
Voucher:							
88526	5/26/2020	00000170	MISC - PKS & REC REFUND	231563-Munoz,F.	5/11/2020	231563-REFUND PRIVATE SWIM	96.00
Voucher:							

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88525	5/26/2020	00000170	MISC - PKS & REC REFUND	231099-Lopez,M.	5/11/2020	231099-REFUND PRIVATE SWIM	96.00
	Voucher:						96.00
88526	5/26/2020	00000170	MISC - PKS & REC REFUND	231105-Ruiz,M.	5/11/2020	231105-REFUND PRIVATE SWIM	96.00
	Voucher:						96.00
88527	5/26/2020	00000170	MISC - PKS & REC REFUND	231755-Piza,M.	5/11/2020	231755-REFUND PRIVATE SWIM	96.00
	Voucher:						96.00
88528	5/26/2020	00000170	MISC - PKS & REC REFUND	231111-Garcia,V.	5/11/2020	231111-REFUND PRIVATE SWIM I	96.00
	Voucher:						96.00
88529	5/26/2020	00000170	MISC - PKS & REC REFUND	231115-Moreno,V.	5/11/2020	231115-REFUND PRIVATE SWIM I	96.00
	Voucher:						96.00
88530	5/26/2020	00000170	MISC - PKS & REC REFUND	231062-Pichardo,>	5/11/2020	231062-REFUND PRIVATE SWIM	96.00
	Voucher:						96.00
88531	5/26/2020	00000170	MISC - PKS & REC REFUND	231394-Martinez,A	5/5/2020	231394-REFUND YOUTH SOCCE	94.00
	Voucher:						94.00
88532	5/26/2020	00000170	MISC - PKS & REC REFUND	233018-Gonzalez,	5/5/2020	233018-REFUND YOUTH SOCCE	94.00
	Voucher:						94.00
88533	5/26/2020	00000170	MISC - PKS & REC REFUND	231790-Mendoza,l	5/5/2020	231790-REFUND YOUTH SOCCE	94.00
	Voucher:						94.00
88534	5/26/2020	00000170	MISC - PKS & REC REFUND	231297-Gonzalez,	5/5/2020	231297-REFUND YOUTH SOCCE	94.00
	Voucher:						94.00
88535	5/26/2020	00000170	MISC - PKS & REC REFUND	220445-AGUILER,	5/7/2020	220445-REFUND TOT TIME CLAS	92.00
	Voucher:						92.00
88536	5/26/2020	00000170	MISC - PKS & REC REFUND	231265-RAMIREZ	5/7/2020	231265-REFUND TINY TOTS CLA	82.00
	Voucher:						82.00
88537	5/26/2020	00000170	MISC - PKS & REC REFUND	231956-Uriarte,A.	5/11/2020	231956-REFUND YOUTH GROUP	80.00
	Voucher:						80.00
88538	5/26/2020	00000170	MISC - PKS & REC REFUND	231987-Santos,B.	5/11/2020	231987-REFUND YOUTH GROUP	80.00
	Voucher:						80.00
88539	5/26/2020	00000170	MISC - PKS & REC REFUND	232080-Garcia,C.	5/11/2020	232080-REFUND YOUTH GROUP	128.00
	Voucher:						48.00
88540	5/26/2020	00000170	MISC - PKS & REC REFUND	232090-Garcia,C.	5/11/2020	232090-REFUND PARENT & CHIL	80.00
	Voucher:						80.00
88541	5/26/2020	00000170	MISC - PKS & REC REFUND	231938-Rios,E.	5/11/2020	231938-REFUND YOUTH GROUP	80.00
	Voucher:						80.00
88541	5/26/2020	00000170	MISC - PKS & REC REFUND	231960-Sandoval,l	5/11/2020	231960-REFUND YOUTH GROUP	80.00
	Voucher:						80.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88542	5/26/2020	00000170	MISC - PKS & REC REFUND	231923-Garcia,M.	5/11/2020	231923-REFUND YOUTH GROUP	80.00
	Voucher:						
88543	5/26/2020	00000170	MISC - PKS & REC REFUND	232333-Morales,R	5/11/2020	232333-REFUND YOUTH GROUP	80.00
	Voucher:						
88544	5/26/2020	00000170	MISC - PKS & REC REFUND	232753-Flores,V.	5/11/2020	232753-REFUND YOUTH GROUP	80.00
	Voucher:						
88545	5/26/2020	00000170	MISC - PKS & REC REFUND	233509/11-BACA,J	4/30/2020	233509/11-REFUND TRIP DUE TC	80.00
	Voucher:						
88546	5/26/2020	00000170	MISC - PKS & REC REFUND	222468-Mendez,M	5/13/2020	222468-REFUND FACILITY RENT,	76.00
	Voucher:						
88547	5/26/2020	00000170	MISC - PKS & REC REFUND	229933-Artiga,M.	5/13/2020	229933-REFUND FACILITY RENT,	76.00
	Voucher:						
88548	5/26/2020	00000170	MISC - PKS & REC REFUND	226627-Sanchez,F	5/13/2020	226627-REFUND FACILITY RENT,	76.00
	Voucher:						
88549	5/26/2020	00000170	MISC - PKS & REC REFUND	231500/01-CASILI	4/6/2020	RI CK#87993 - 231500/01- REFUN	65.00
	Voucher:						
88550	5/26/2020	00000170	MISC - PKS & REC REFUND	233021-Avila,A.	5/12/2020	233021-REFUND YOUTH TENNIS	65.00
	Voucher:						
88551	5/26/2020	00000170	MISC - PKS & REC REFUND	232710-Reyes,D.	5/12/2020	232710-REFUND YOUTH TENNIS	65.00
	Voucher:						
88552	5/26/2020	00000170	MISC - PKS & REC REFUND	231095-Quintana,J	5/11/2020	231095-REFUND SEMI-PRIVATE :	58.00
	Voucher:						
88553	5/26/2020	00000170	MISC - PKS & REC REFUND	233575-Nolasco,A	5/11/2020	233575-REFUND SEMI-PRIVATE :	58.00
	Voucher:						
88554	5/26/2020	00000170	MISC - PKS & REC REFUND	231927-Cuevas,E.	5/11/2020	231927-REFUND SEMI-PRIVATE :	58.00
	Voucher:						
88555	5/26/2020	00000170	MISC - PKS & REC REFUND	234237-Jimenez,F	5/11/2020	234237-REFUND SEMI-PRIVATE :	58.00
	Voucher:						
88556	5/26/2020	00000170	MISC - PKS & REC REFUND	231106-Ponce,G.	5/11/2020	231106-REFUND SEMI-PRIVATE :	58.00
	Voucher:						
88557	5/26/2020	00000170	MISC - PKS & REC REFUND	231719-Gaviria,G.	5/11/2020	231719-REFUND SEMI-PRIVATE :	58.00
	Voucher:						
88558	5/26/2020	00000170	MISC - PKS & REC REFUND	231109-Valdez,I.	5/11/2020	231109-REFUND SEMI-PRIVATE :	58.00
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88559	5/26/2020	00000170	MISC - PKS & REC REFUND	231130-Amenta,K	5/11/2020	231130-REFUND SEMI-PRIVATE ;	58.00
	Voucher:						58.00
88560	5/26/2020	00000170	MISC - PKS & REC REFUND	233595-Trujillo,K.	5/11/2020	233595-REFUND SEMI-PRIVATE ;	58.00
	Voucher:						58.00
88561	5/26/2020	00000170	MISC - PKS & REC REFUND	231055-Flores,M.	5/11/2020	231055-REFUND SEMI-PRIVATE ;	58.00
	Voucher:						58.00
88562	5/26/2020	00000170	MISC - PKS & REC REFUND	231955-Briones,M	5/11/2020	231955-REFUND SEMI-PRIVATE ;	58.00
	Voucher:						58.00
88563	5/26/2020	00000170	MISC - PKS & REC REFUND	233570-Contreras,	5/11/2020	233570-REFUND SEMI-PRIVATE ;	58.00
	Voucher:						58.00
88564	5/26/2020	00000170	MISC - PKS & REC REFUND	231116-Nava,R.	5/11/2020	231116-REFUND SEMI-PRIVATE ;	58.00
	Voucher:						58.00
88565	5/26/2020	00000170	MISC - PKS & REC REFUND	231120-Clavelo,R.	5/11/2020	231120-REFUND SEMI-PRIVATE ;	58.00
	Voucher:						58.00
88566	5/26/2020	00000170	MISC - PKS & REC REFUND	231068-Reyes,S.	5/11/2020	231068-REFUND SEMI-PRIVATE ;	58.00
	Voucher:						58.00
88567	5/26/2020	00000170	MISC - PKS & REC REFUND	232799-Madrid,A.	5/11/2020	232799-REFUND ADULT GROUP	55.00
	Voucher:						55.00
88568	5/26/2020	00000170	MISC - PKS & REC REFUND	232920-Ramirez,A	5/11/2020	232920-REFUND ADULT GROUP	55.00
	Voucher:						55.00
88569	5/26/2020	00000170	MISC - PKS & REC REFUND	232338-Duarte,I.	5/11/2020	232338-REFUND ADULT GROUP	55.00
	Voucher:						55.00
88570	5/26/2020	00000170	MISC - PKS & REC REFUND	232921-Casas,Z.	5/11/2020	232921-REFUND ADULT GROUP	55.00
	Voucher:						55.00
88571	5/26/2020	00000170	MISC - PKS & REC REFUND	231971-Hernandez,	5/11/2020	231971-REFUND TINY TOT SWIM	50.00
	Voucher:						50.00
88572	5/26/2020	00000170	MISC - PKS & REC REFUND	231973-Chavez,A.	5/11/2020	231973-REFUND TINY TOT SWIM	50.00
	Voucher:						50.00
88573	5/26/2020	00000170	MISC - PKS & REC REFUND	232002(B)-Pena,A	5/11/2020	232002-REFUND TINY TOT SWIM	90.00
	Voucher:						40.00
88574	5/26/2020	00000170	MISC - PKS & REC REFUND	232002-Pena,A.	5/11/2020	232002-REFUND YOUTH GROUP	50.00
	Voucher:						50.00
88575	5/26/2020	00000170	MISC - PKS & REC REFUND	232803-Arriaga,A.	5/6/2020	232803-REFUND KARATE (MARC	50.00
	Voucher:						50.00
88575	5/26/2020	00000170	MISC - PKS & REC REFUND	233007-Castro,A.	5/6/2020	233007-REFUND KARATE (MARC	50.00
	Voucher:						50.00

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Check #	Date	Vendor	MISC - PKS & REC REFUND	Invoice	Inv Date	Description	Amount Paid	Check Total
88576	5/26/2020	00000170	MISC - PKS & REC REFUND	233027-Herrera,A.	5/11/2020	233027-REFUND TINY TOT SWIM	50.00	50.00
Voucher:								
88577	5/26/2020	00000170	MISC - PKS & REC REFUND	232005-Jimenez,B	5/11/2020	232005-REFUND TINY TOT SWIM	50.00	50.00
Voucher:								
88578	5/26/2020	00000170	MISC - PKS & REC REFUND	232788-Cervantes	5/6/2020	232788-REFUND KARATE (MARC	50.00	50.00
Voucher:								
88579	5/26/2020	00000170	MISC - PKS & REC REFUND	232905-Roman,D.	5/11/2020	232905-REFUND TINY TOT SWIM	50.00	50.00
Voucher:								
88580	5/26/2020	00000170	MISC - PKS & REC REFUND	234118-Reynoso,I	5/11/2020	234118-REFUND TINY TOT SWIM	50.00	50.00
Voucher:								
88581	5/26/2020	00000170	MISC - PKS & REC REFUND	233008-Cortes,E.	5/6/2020	233008-REFUND KARATE (MARC	50.00	50.00
Voucher:								
88582	5/26/2020	00000170	MISC - PKS & REC REFUND	233814-Montes,G.	5/6/2020	233814-REFUND KARATE (MARC	50.00	50.00
Voucher:								
88583	5/26/2020	00000170	MISC - PKS & REC REFUND	232003-Gonzalez,	5/11/2020	232003-REFUND TINY TOT SWIM	50.00	50.00
Voucher:								
88584	5/26/2020	00000170	MISC - PKS & REC REFUND	232015-Hernandez,	5/11/2020	232015-REFUND TINY TOT SWIM	50.00	50.00
Voucher:								
88585	5/26/2020	00000170	MISC - PKS & REC REFUND	232790-Sanchez,J	5/6/2020	232790-REFUND KARATE (MARC	50.00	50.00
Voucher:								
88586	5/26/2020	00000170	MISC - PKS & REC REFUND	231951-Ramos,K.	5/11/2020	231951-REFUND TINY TOT SWIM	50.00	50.00
Voucher:								
88587	5/26/2020	00000170	MISC - PKS & REC REFUND	231994(B)-Gutierr	5/11/2020	231994-REFUND TINY TOT SWIM	50.00	
Voucher:								
88588	5/26/2020	00000170	MISC - PKS & REC REFUND	231994-Gutierrez,I	5/11/2020	231994-REFUND YOUTH GROUP	40.00	90.00
Voucher:								
88589	5/26/2020	00000170	MISC - PKS & REC REFUND	232012-Sanchez,I	5/11/2020	232012-REFUND TINY TOT SWIM	50.00	50.00
Voucher:								
88590	5/26/2020	00000170	MISC - PKS & REC REFUND	233851-Prieto,M.	5/6/2020	233851-REFUND KARATE (MARC	50.00	50.00
Voucher:								
88591	5/26/2020	00000170	MISC - PKS & REC REFUND	232037(B)-Villanue	5/11/2020	232037-REFUND TINY TOT SWIM	50.00	
Voucher:								
88592	5/26/2020	00000170	MISC - PKS & REC REFUND	232037-Villanueva	5/11/2020	232037-REFUND YOUTH GROUP	40.00	90.00
Voucher:								
88593	5/26/2020	00000170	MISC - PKS & REC REFUND	232787-Martinez,N	5/6/2020	232787-REFUND KARATE (MARC	50.00	50.00
Voucher:								
88594	5/26/2020	00000170	MISC - PKS & REC REFUND	231840-Cano,P.	5/6/2020	231840-REFUND KARATE (MARC	50.00	50.00
Voucher:								



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88593	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			232036-Gomez,V.	5/11/2020	232036-REFUND YOUTH GROUP	40.00	
88594	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			232036(B)-Gomez	5/11/2020	232036-REFUND TINY TOT SWIM	50.00	90.00
88595	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			232853-Armijo,V.	5/11/2020	232853-REFUND TINY TOT SWIM	50.00	
			233077-Armijo,V.	5/11/2020	233077-REFUND YOUTH GROUP	40.00	90.00
			231934-Basilio,A.	5/11/2020	231934-REFUND PARENT & CHIL	48.00	48.00
88596	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			232027(B)-Ramire	5/11/2020	232027-REFUND PARENT & CHIL	48.00	
88597	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			232027-Ramirez,B	5/11/2020	232027-REFUND YOUTH GROUP	40.00	88.00
			231962(B)-Tejada,	5/11/2020	231962-REFUND PARENT & CHIL	48.00	
			231962-Tejada,J.	5/11/2020	231962-REFUND YOUTH GROUP	40.00	88.00
88598	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			231963-Lopez,J.	5/11/2020	231963-REFUND PARENT & CHIL	48.00	48.00
88599	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			231333-Camarena	5/6/2020	231333-REFUND YOUTH VOLLEY	47.00	47.00
88600	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			232760-Salas,A.	5/5/2020	232760-REFUND YOUTH SOCCE	47.00	47.00
88601	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			231623-Sahagun,(	5/5/2020	231623-REFUND YOUTH SOCCE	47.00	47.00
88602	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			231517-Landazuri,	5/5/2020	231517-REFUND YOUTH SOCCE	47.00	47.00
88603	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			323981-Perez,E.	5/5/2020	323981-REFUND YOUTH SOCCE	47.00	47.00
88604	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			231577-Ray,G.	5/5/2020	231577-REFUND YOUTH SOCCE	47.00	47.00
88605	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			232802-Carrillo,G.	5/5/2020	232802-REFUND YOUTH SOCCE	47.00	47.00
88606	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			231428-Romero,J.	5/6/2020	231428-REFUND YOUTH VOLLEY	47.00	47.00
88607	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			232916-Gonzalez,	5/6/2020	232916-REFUND YOUTH VOLLEY	47.00	47.00
88608	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			231592-Ocogueda	5/5/2020	231592-REFUND YOUTH SOCCE	47.00	47.00
88609	5/26/2020	00000170	MISC - PKS & REC REFUND				
	Voucher:						
			231416(B)-Hernan	5/5/2020	231416-REFUND YOUTH SOCCE	47.00	47.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88610	5/26/2020	00000170	MISC - PKS & REC REFUND	231634-Garrido,N.	5/5/2020	231634-REFUND YOUTH SOCCE	47.00
Voucher:							
88611	5/26/2020	00000170	MISC - PKS & REC REFUND	232907-Salazar,N.	5/5/2020	232907-REFUND YOUTH SOCCE	47.00
Voucher:							
88612	5/26/2020	00000170	MISC - PKS & REC REFUND	231481-Rodriguez	5/5/2020	231481-REFUND YOUTH SOCCE	47.00
Voucher:							
88613	5/26/2020	00000170	MISC - PKS & REC REFUND	231257-De Haro,F	4/29/2020	231257-REFUND YOUTH BASEB	47.00
Voucher:							
88614	5/26/2020	00000170	MISC - PKS & REC REFUND	231582-Gonzalez,	5/6/2020	231582-REFUND YOUTH VOLLEY	47.00
Voucher:							
88615	5/26/2020	00000170	MISC - PKS & REC REFUND	233105-HOPES,R	4/21/2020	233105-REFUND BASKETBALL C	47.00
Voucher:							
88616	5/26/2020	00000170	MISC - PKS & REC REFUND	233808-RODRIGL	4/28/2020	233808-REFUND MULTI SPORT C	47.00
Voucher:							
88617	5/26/2020	00000170	MISC - PKS & REC REFUND	231941-Bejarano,	5/11/2020	231941-REFUND YOUTH GROUP	40.00
Voucher:							
88618	5/26/2020	00000170	MISC - PKS & REC REFUND	232755-Lopez,A.	5/11/2020	232755-REFUND YOUTH GROUP	40.00
Voucher:							
88619	5/26/2020	00000170	MISC - PKS & REC REFUND	232836-Rios,A.	5/11/2020	232836-REFUND YOUTH GROUP	40.00
Voucher:							
88620	5/26/2020	00000170	MISC - PKS & REC REFUND	233564-Diaz,A.	5/11/2020	233564-REFUND YOUTH GROUP	40.00
Voucher:							
88621	5/26/2020	00000170	MISC - PKS & REC REFUND	232020-Banuelos,	5/11/2020	232020-REFUND YOUTH GROUP	40.00
Voucher:							
88622	5/26/2020	00000170	MISC - PKS & REC REFUND	231930-Molina,C.	5/11/2020	231930-REFUND YOUTH GROUP	40.00
Voucher:							
88623	5/26/2020	00000170	MISC - PKS & REC REFUND	233098-Rueckner,	5/11/2020	233098-REFUND YOUTH GROUP	40.00
Voucher:							
88624	5/26/2020	00000170	MISC - PKS & REC REFUND	232004-Madriral,	5/11/2020	232004-REFUND YOUTH GROUP	40.00
Voucher:							
88625	5/26/2020	00000170	MISC - PKS & REC REFUND	231948-Vazquez,E	5/11/2020	231948-REFUND YOUTH GROUP	40.00
Voucher:							
88626	5/26/2020	00000170	MISC - PKS & REC REFUND	231922-Esquivias,	5/11/2020	231922-REFUND YOUTH GROUP	40.00
Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88627	5/26/2020	00000170	MISC - PKS & REC REFUND	231984-May,G.	5/11/2020	231984-REFUND YOUTH GROUP	40.00
	Voucher:						
88628	5/26/2020	00000170	MISC - PKS & REC REFUND	231929-Cristobal,I	5/11/2020	231929-REFUND YOUTH GROUP	40.00
	Voucher:						
88629	5/26/2020	00000170	MISC - PKS & REC REFUND	231936-Rojas,J.	5/11/2020	231936-REFUND YOUTH GROUP	40.00
	Voucher:						
88630	5/26/2020	00000170	MISC - PKS & REC REFUND	232006-Carrasco,	5/11/2020	232006-REFUND YOUTH GROUP	40.00
	Voucher:						
88631	5/26/2020	00000170	MISC - PKS & REC REFUND	232019-Roa,J.	5/11/2020	232019-REFUND YOUTH GROUP	40.00
	Voucher:						
88632	5/26/2020	00000170	MISC - PKS & REC REFUND	233128-Aviles,J.	5/11/2020	233128-REFUND YOUTH GROUP	40.00
	Voucher:						
88633	5/26/2020	00000170	MISC - PKS & REC REFUND	231997-Flores,M.	5/11/2020	231997-REFUND YOUTH GROUP	40.00
	Voucher:						
88634	5/26/2020	00000170	MISC - PKS & REC REFUND	232786-Vazquez,N	5/11/2020	232786-REFUND YOUTH GROUP	40.00
	Voucher:						
88635	5/26/2020	00000170	MISC - PKS & REC REFUND	233020-Maciel,N.	5/11/2020	233020-REFUND YOUTH GROUP	40.00
	Voucher:						
88636	5/26/2020	00000170	MISC - PKS & REC REFUND	232064-Ibeth,P.	5/11/2020	232064-REFUND YOUTH GROUP	40.00
	Voucher:						
88637	5/26/2020	00000170	MISC - PKS & REC REFUND	233797-Cetina,R.	5/11/2020	233797-REFUND YOUTH GROUP	40.00
	Voucher:						
88638	5/26/2020	00000170	MISC - PKS & REC REFUND	232021-Ramirez,S	5/11/2020	232021-REFUND YOUTH GROUP	40.00
	Voucher:						
88639	5/26/2020	00000170	MISC - PKS & REC REFUND	231968-Contreras,	5/11/2020	231968-REFUND YOUTH GROUP	40.00
	Voucher:						
88640	5/26/2020	00000170	MISC - PKS & REC REFUND	231944-Lopez,V.	5/11/2020	231944-REFUND YOUTH GROUP	40.00
	Voucher:						
88641	5/26/2020	00000170	MISC - PKS & REC REFUND	231985-Alaniz,V.	5/11/2020	231985-REFUND YOUTH GROUP	40.00
	Voucher:						
88642	5/26/2020	00000170	MISC - PKS & REC REFUND	232904-Nunez,Y.	5/11/2020	232904-REFUND YOUTH GROUP	40.00
	Voucher:						
88643	5/26/2020	00000170	MISC - PKS & REC REFUND	232705-MENA,R.	5/13/2020	232705-REFUND TRIP CANCELEI	30.00
	Voucher:						

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88644	5/26/2020	00000170	MISC - PKS & REC REFUND	229125-MARTINE	5/12/2020	229125-REFUND TRIP TO DANCE	12.00
Voucher:							
88645	5/26/2020	00003664	MISC - SETTLEMENTS	OSORIO-5/14/20	5/14/2020	PAYMENT OF SETTLEMENT AMC	9,500.00
Voucher:							
88646	5/26/2020	00004335	MOTOROLA SOLUTIONS, INC	16102979	4/24/2020	MOTOROLA APX8500 RADIOS FC	16,239.36
Voucher:							
88647	5/26/2020	0008506	MUNITEMPS	129748	5/15/2020	04/27/20-05/07/20 - HR ANALYST-	3,808.00
Voucher:							
88648	5/26/2020	0012286	NATIONWIDE ENVIRONMENTAL,	30852	5/15/2020	CITYWIDE STREET SWEEPING C	56,580.00
Voucher:							
88649	5/26/2020	0012202	NUMA NETWORKS	26408	5/1/2020	24TB BACKUP/ DISASTER RECO	2,000.00
Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88651	5/26/2020	00001414 OFFICE DEPOT					
	Voucher:						
			474089839001	4/9/2020	OFFICE SUPPLIES	50.58	
			474091547001	4/11/2020	OFFICE SUPPLIES (CANDY/NON	27.35	
			476776810001	4/14/2020	OFFICE SUPPLIES	28.24	
			478627672001	4/21/2020	OFFICE SUPPLIES	74.89	
			470432262001	4/11/2020	OFFICE SUPPLIES	136.62	
			472686612001	4/29/2020	OFFICE SUPPLIES	68.42	
			478245236001		CREDIT FOR RETURNED PART, I	-793.78	
			473492967001		CREDIT FOR RETURNED PART, I	-278.92	
			476828362001	4/14/2020	OFFICE SUPPLIES	104.08	
			482117488001	4/24/2020	OFFICE SUPPLIES	124.87	
			482118273001	4/24/2020	OFFICE SUPPLIES	7.04	
			472675523001	4/7/2020	OFFICE SUPPLIES	147.61	
			470758994001	4/9/2020	PAPER, COVID-19	192.19	
			469682391001	4/3/2020	OFFICE SUPPLIES	395.47	
			476776656001	4/18/2020	OFFICE SUPPLIES	33.06	
			475608993001	4/14/2020	OFFICE SUPPLIES	582.95	
			478370019001	4/21/2020	OFFICE SUPPLIES	207.89	
			470758312001	4/7/2020	PAPER AND NOTEBOOK - COVID	260.25	
			477935658001	4/16/2020	PACKING TAPE AND TONER	341.36	
			482081593001	4/23/2020	OFFICE SUPPLIES	128.29	
			477302347001	4/16/2020	OFFICE SUPPLIES	4.67	
			477302464001	4/16/2020	OFFICE SUPPLIES	57.24	
			475610085001	4/15/2020	OFFICE SUPPLIES	100.21	
			476827763001	4/14/2020	OFFICE SUPPLIES	72.28	
			476827712001	4/15/2020	OFFICE SUPPLIES	180.70	
			474859733001	4/13/2020	OFFICE SUPPLIES	220.49	
			469983891001	4/2/2020	OFFICE SUPPLIES	76.67	
			485003767001	4/29/2020	HAND SANITIZER, COVID-19 AND	122.88	
			478496372001	4/21/2020	HEADSET WRLS. SYSTEM - COV	992.22	
			469985326001	4/4/2020	OFFICE SUPPLIES	28.98	
			476828297001	4/14/2020	LAPTOP BAG, COVID-19	33.06	
			485004151001	4/29/2020	OFFICE SUPPLIES	5.72	
			472107624001	4/7/2020	OFFICE SUPPLIES	16.86	
			472107857001	4/25/2020	OFFICE SUPPLIES	1,539.09	
			474667848001	4/17/2020	OFFICE SUPPLIES	185.20	

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			474668092001	4/18/2020	OFFICE SUPPLIES	128.54	
			474668094001	4/14/2020	OFFICE SUPPLIES	4.67	
			474668096001	4/15/2020	OFFICE SUPPLIES	18.73	
			474668097001	4/15/2020	OFFICE SUPPLIES	39.44	
			481317164001	4/23/2020	OFFICE SUPPLIES	1,200.21	
			470432010001	4/7/2020	OFFICE SUPPLIES	41.31	
			470080610001	4/2/2020	OFFICE SUPPLIES	133.77	
			482064171001	4/23/2020	OFFICE SUPPLIES	90.41	
			482779506001	4/29/2020	OFFICE SUPPLIES	93.70	
			482779683001	4/27/2020	OFFICE SUPPLIES	332.27	
			474070066001	4/9/2020	OFFICE SUPPLIES	14.98	
			474071186001	4/13/2020	OFFICE SUPPLIES	84.33	
			474071187001	4/9/2020	OFFICE SUPPLIES	85.96	
			484987368001	4/29/2020	OFFICE SUPPLIES	41.88	
			477302463001	4/15/2020	OFFICE SUPPLIES	22.04	7,806.97
88652	5/26/2020	00003542	2020-2021	4/10/2020	FY 2020/2021 ECO-RAPID TRANS	32,716.15	32,716.15
	Voucher:						
88653	5/26/2020	0007984	3063-345449	5/6/2020	GROUNDS - EQUIPMENT PARTS	77.79	
	Voucher:		3063-344659	5/2/2020	9-CARBURETOR CLEANERS	37.28	
			3063-342474	4/18/2020	BRAKE ROTORS AND PADS FOR	614.27	
			3063-343203	4/23/2020	KNURL AND CUTTERS & MISC	81.81	
			3063-343706	4/25/2020	SHIFT TUBE FOR UNIT 602	43.16	
			3063-341923	4/14/2020	8-SPARK PLUGS FOR UNIT 611	74.88	
			3063-242763	4/20/2020	AC COMPRESSOR FOR UNIT 172	348.71	
			3063-343249	4/23/2020	2-SWAY BAR LINKS FOR UNIT 81	44.21	
			3063-343207	4/23/2020	WHEEL BEARING FOR UNIT 815	49.48	
			3063-343697	4/25/2020	SPARK PLUGS, CAP AND ROTOF	62.49	
			3063-343643	4/25/2020	2-SHOCKS FOR UNIT 602	59.56	
			3063-344238	4/29/2020	BACK-UP LIGHT ASSEMBLY	96.88	
			3063-344091	4/28/2020	TIRE VALVE CORE REMOVAL TO	9.43	
			3063-344329	4/29/2020	AC PRESSURE SWITCH FOR UN	82.91	
			3063-344655	5/2/2020	CAR WASH SOAP	14.31	
			3063-344212	4/29/2020	BELT TENSIONER FOR UNIT 448	42.03	
			3063-343923	4/27/2020	GROUNDS - EQUIPMENT PARTS	20.94	1,760.14



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88654	5/26/2020	00004582	PARKHOUSE TIRE INC	1010736034	5/1/2020	TIRE FOR UNIT 464	110.64
	Voucher:						
88655	5/26/2020	0012580	PERRIN BERNARD SUPOWITZ, LIB72566-00	4/28/2020	INVENTORY PO/ NITRILE GLOVE	240.00	240.00
	Voucher:						
88656	5/26/2020	00004713	PETTY CASH- PARKS & REC.DEPO3/10/20-04/27/20;	4/28/2020	PETTY CASH RECEIPTS - 03/10/20	1,045.59	1,045.59
	Voucher:						
88657	5/26/2020	00003738	PITNEY BOWES-SUPPLIES	1015539782	4/30/2020	CONNECT + RED FL INK CTG	258.17
	Voucher:						
88658	5/26/2020	00000488	PRAXAIR DISTRIBUTION, INC.	96194827	4/22/2020	LARRY O.: WELDING SUPPLIES	141.39
	Voucher:						
88659	5/26/2020	0011466	PRINCIPAL LIFE INSURANCE CO.	April 2020	3/28/2020	APRIL 2020 - ADJ FOR MISC & SV	3,503.36
	Voucher:						
88660	5/26/2020	0006933	PSYCHOLOGICAL CONSULTING /523935	MAY 2020	4/28/2020	MAY 2020 - ADJ FOR MISC & SV	3,444.26
	Voucher:						
88661	5/26/2020	00000416	RAPID-O-PRINT	20463	4/30/2020	#10 WINDOW AND NO WINDOW	452.03
	Voucher:						
88662	5/26/2020	00004773	RET: ALMANZA, JOSEPH A	MAY 2020	4/30/2020	ENVELOPES	369.34
	Voucher:						
88663	5/26/2020	0005570	RET: ALONZO, ANTHONY	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,127.81
	Voucher:						
88664	5/26/2020	0009815	RET: AMEY, ISAAC D	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
	Voucher:						
88665	5/26/2020	0008275	RET: AROCHA, FRANCIS X.	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
	Voucher:						
88666	5/26/2020	0005813	RET: AVILA, VINCENT	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
	Voucher:						
88667	5/26/2020	00001840	RET: BLASKA, WILLIAM MIKE	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00
	Voucher:						
88668	5/26/2020	00001265	RET: BRASSFIELD, CHARLES R	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00
	Voucher:						
88669	5/26/2020	0006324	RET: BURBACH, MAUREEN	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
	Voucher:						
88670	5/26/2020	00004776	RET: CARTER, LLOYD B	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88671	5/26/2020	00000495	RET: CHAVEZ, ANTHONY A	MAY 2020	RETIREE MEDICAL INS. - MAY 20;	150.00	150.00
Voucher:							
88672	5/26/2020	00000817	RET: CHRIST, DOUGLAS F	MAY 2020	RETIREE MEDICAL INS. - MAY 20	250.00	250.00
Voucher:							
88673	5/26/2020	00005505	RET: CORBET, RONALD	MAY 2020	RETIREE MEDICAL INS. - MAY 20	1,148.20	1,148.20
Voucher:							
88674	5/26/2020	00003408	RET: DAMRON, ROGER V	MAY 2020	RETIREE MEDICAL INS. - MAY 20	250.00	250.00
Voucher:							
88675	5/26/2020	00004777	RET: DAY, ROBERT A	MAY 2020	RETIREE MEDICAL INS. - MAY 20	250.00	250.00
Voucher:							
88676	5/26/2020	00008746	RET: DELEON, RUBEN	MAY 2020	RETIREE MEDICAL INS. - MAY 20;	150.00	150.00
Voucher:							
88677	5/26/2020	00001776	RET: EADE, JOANN	MAY 2020	RETIREE MEDICAL INS. - MAY 20;	200.00	200.00
Voucher:							
88678	5/26/2020	00003973	RET: EADS, KENNETH P.	MAY 2020	RETIREE MEDICAL INS. - MAY 20	1,148.20	1,148.20
Voucher:							
88679	5/26/2020	00003853	RET: FANNIN, ZONA	MAY 2020	RETIREE MEDICAL INS. - MAY 20;	150.00	150.00
Voucher:							
88680	5/26/2020	00008820	RET: FERNANDEZ, CARLOS	MAY 2020	RETIREE MEDICAL INS. - MAY 20	1,148.20	1,148.20
Voucher:							
88681	5/26/2020	00004403	RET: FIELD, GARY	MAY 2020	RETIREE MEDICAL INS. - MAY 20;	150.00	150.00
Voucher:							
88682	5/26/2020	00006507	RET: FIGUEROA, GLORIA A.	MAY 2020	RETIREE MEDICAL INS. - MAY 20;	150.00	150.00
Voucher:							
88683	5/26/2020	00000605	RET: FORRESTER, BOB L	MAY 2020	RETIREE MEDICAL INS. - MAY 20	250.00	250.00
Voucher:							
88684	5/26/2020	0005355	RET: GALBREATH, RUSSELL	MAY 2020	RETIREE MEDICAL INS. - MAY 20	1,148.20	1,148.20
Voucher:							
88685	5/26/2020	0011326	RET: GALVAN, RAY A.	MAY 2020	RETIREE MEDICAL INS. - MAY 20;	150.00	150.00
Voucher:							
88686	5/26/2020	0011186	RET: GAMBOA, OSCAR	MAY 2020	RETIREE MEDICAL INS. - MAY 20;	150.00	150.00
Voucher:							
88687	5/26/2020	00000496	RET: GEORGE, RONALD P	MAY 2020	RETIREE MEDICAL INS. - MAY 20	250.00	250.00
Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88688	5/26/2020 Voucher:	0006508 RET: GOMEZ, JOSEPH C.	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00	150.00
88689	5/26/2020 Voucher:	00003940 RET: GONZALEZ, HIRAM	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00	150.00
88690	5/26/2020 Voucher:	0006328 RET: GUTIERREZ, MANUEL	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20	1,148.20
88691	5/26/2020 Voucher:	0006509 RET: HAMMOND, DONNA	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00	150.00
88692	5/26/2020 Voucher:	0006510 RET: HERNANDEZ, MARIA	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00	150.00
88693	5/26/2020 Voucher:	0008059 RET: HILL, GARY	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00	150.00
88694	5/26/2020 Voucher:	0006329 RET: HOMSHER, HUGH	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20	1,148.20
88695	5/26/2020 Voucher:	00004784 RET: HUNTRODS, RICHARD F	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	239.00	239.00
88696	5/26/2020 Voucher:	0009521 RET: HUPP, KEITH	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20	1,148.20
88697	5/26/2020 Voucher:	0008058 RET: INMAN, RONALD	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20	1,148.20
88698	5/26/2020 Voucher:	00004785 RET: IRISH, TERRY F	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00	250.00
88699	5/26/2020 Voucher:	0011110 RET: JOHNSON, GERALD	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00	150.00
88700	5/26/2020 Voucher:	00004787 RET: KENNEDY, GARY E	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00	250.00
88701	5/26/2020 Voucher:	0005356 RET: KEY, ANDREW	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20	1,148.20
88702	5/26/2020 Voucher:	0011111 RET: KOOMEN, SHERI L.	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00	150.00
88703	5/26/2020 Voucher:	0010881 RET: KOOPMANS, WILLIAM O.	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00	150.00
88704	5/26/2020 Voucher:	00004788 RET: LANE JR, EDWARD W	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00	250.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88705	5/26/2020	0009946 Voucher:	RET: LEFEVER, STEVEN A.	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	200.00
88706	5/26/2020	0010410 Voucher:	RET: LEO, FRANK	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88707	5/26/2020	00004789 Voucher:	RET: LILLEY, RAYMOND E	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00
88708	5/26/2020	0005633 Voucher:	RET: LOPEZ, ALFONSO	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	590.37
88709	5/26/2020	0006511 Voucher:	RET: LOPEZ, RAMON A.	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88710	5/26/2020	0009453 Voucher:	RET: LOPEZ, VERONICA	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88711	5/26/2020	0007656 Voucher:	RET: MATSUKIYO, DAVID	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,100.86
88712	5/26/2020	00003833 Voucher:	RET: MOOMEY, STEVEN	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	518.00
88713	5/26/2020	00003328 Voucher:	RET: MOSBY, DOROTHEA S	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	200.00
88714	5/26/2020	0011895 Voucher:	RET: MUNOZ, ALFREDO	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
88715	5/26/2020	00003239 Voucher:	RET: NASSAR, SAM R	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	200.00
88716	5/26/2020	0012468 Voucher:	RET: ORTIZ, JULIAN	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	525.39
88717	5/26/2020	0012467 Voucher:	RET: PATINO, IGNACIO M.	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
88718	5/26/2020	0011522 Voucher:	RET: PELLERIN, ROBERT	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
88719	5/26/2020	00005237 Voucher:	RET: PEREZ, SUSAN	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88720	5/26/2020	0010733 Voucher:	RET: PIXLER, DAVID	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
88721	5/26/2020	00004794 Voucher:	RET: POWELL, ROBERT K.	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88722	5/26/2020	0006326 Voucher:	RET: RAMIREZ, VIRGINIA	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88723	5/26/2020	00003798 Voucher:	RET: RANGEL, ARMANDO	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88724	5/26/2020	0006327 Voucher:	RET: RASCO, ANGELA	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88725	5/26/2020	00003630 Voucher:	RET: REGALADO, MARY	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88726	5/26/2020	0011967 Voucher:	RET: RIVERA, FRANK J.	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	506.24
88727	5/26/2020	0011978 Voucher:	RET: RIVERA, HANNAH TELLEZ-CMAY 2020	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	506.24
88728	5/26/2020	0011112 Voucher:	RET: SALDIVAR, MARIO M.	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
88729	5/26/2020	00001867 Voucher:	RET: SCHMID, BEATRICE J	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88730	5/26/2020	0009865 Voucher:	RET: SCHRADER, GEORGE R.	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
88731	5/26/2020	0011521 Voucher:	RET: SCOTT, DAVID	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
88732	5/26/2020	00000458 Voucher:	RET: SEWELL, ELAINE	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88733	5/26/2020	00000459 Voucher:	RET: SEWELL, KENNETH R	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88734	5/26/2020	0006513 Voucher:	RET: SHETTER, RANDOLPH M.	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
88735	5/26/2020	00000869 Voucher:	RET: SMITH, CHARLES R	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00
88736	5/26/2020	00004796 Voucher:	RET: SPEELMAN, PATRICIA L	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00
88737	5/26/2020	00002147 Voucher:	RET: SPROWLS, KENNETH C	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00
88738	5/26/2020	0008313 Voucher:	RET: SULLIVAN, DARREN	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88739	5/26/2020	0006512	RET: TATTI, WILLIAM P.	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
	Voucher:						
88740	5/26/2020	0005357	RET: TODD, ROBERT M.	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
	Voucher:						
88741	5/26/2020	00003573	RET: VANLIEROP, MARTIN G	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	212.39
	Voucher:						
88742	5/26/2020	00003959	RET: WADE, RICHARD	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	245.78
	Voucher:						
88743	5/26/2020	0007655	RET: WELLS, GREGORY	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	506.24
	Voucher:						
88744	5/26/2020	00004379	RET: WHALEN, HARVEY	MAY 2020	5/13/2020	RETIREE MEDICAL INS.- MAY 20;	150.00
	Voucher:						
88745	5/26/2020	00000498	RET: WILLIAMS, GALE M	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	250.00
	Voucher:						
88746	5/26/2020	0008821	RET: WILLIAMS, TIMOTHY	MAY 2020	5/13/2020	RETIREE MEDICAL INS. - MAY 20	1,148.20
	Voucher:						
88747	5/26/2020	0007826	RON'S MAINTENANCE, INC.	926	5/7/2020	MAINT OF CATCH BASINS - YEAF	15,420.00
	Voucher:				2/25/2020	MAINT OF CATCH BASINS - YEAF	15,420.00
88748	5/26/2020	0007637	RSG, INC	1006073	3/31/2020	MAR 2020 - DEPARTMENT SERV	4,457.50
	Voucher:						
88749	5/26/2020	00004821	S & J SUPPLY COMPANY, INC.	S100152601.002	5/17/2020	VARIOUS WATER SUPPLIES	322.17
	Voucher:				4/22/2020	FIRE HYDRANT BREAK CHECK V	5,512.50
					4/14/2020	SHUT OFF TOOL	374.48
88750	5/26/2020	0010999	SAFNA ENGINEERING	10180	3/3/2020	FEB 2020 - PROJECT MGMT SER	19,992.00
	Voucher:				5/5/2020	APR 2020 - PROJECT MGMT SER	23,205.00
88751	5/26/2020	00000322	SAM'S CLUB	000731	4/23/2020	SNACKS FOR STAFF DURING CC	133.36
	Voucher:				4/30/2020	INVENTORY PO/ COFFEE	338.91
					5/4/2020	SNACKS FOR STAFF COVID19 E	91.61
88752	5/26/2020	00004834	SECURITY SIGNAL DEVICES SYSS-01021058	040283	4/17/2020	4/14/20 - PROGRAMMING: SERVI	139.00
	Voucher:				4/17/2020	4/14/20 - PROGRAMMING: UPDA	139.00
					4/17/2020	4/3/20 - PROGRAMMING: UPDATI	278.00
					4/20/2020	4/20/20 - PROGRAMMING: UPDA	139.00
							695.00



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88753	5/26/2020	00004884	SOUTH COAST A.Q.M.D.	5/17/2020	AQMD FEE- JULY 2019 THROUGH	137.63	
	Voucher:		3638508	4/16/2020	AQMD FEE- JULY 2019 THROUGH	137.63	
			3639091	4/16/2020	AQMD FEE- JULY 2019 THROUGH	137.63	
			3640242	4/16/2020	AQMD FEE- JULY 2019 THROUGH	137.63	
			3637186	4/16/2020	AQMD FEE- JULY 2019 THROUGH	137.63	
			3636823	4/16/2020	AQMD FEE- JULY 2019 THROUGH	137.63	
			3636843	4/16/2020	AQMD FEE- JULY 2019 THROUGH	137.63	
			3638035	4/16/2020	FLAT FEE-LAST FISCAL YR-EMIS	137.63	963.41
88754	5/26/2020	0009420	SPARKLETT'S	5/12/2020	APRIL 2020 - DRINKING WATER	470.49	
	Voucher:		15758432 050120	3/6/2020	FEB 2020 - DRINKING WATER SY	555.88	1,026.37
88755	5/26/2020	0012555	SPLASHTOP INC	4/3/2020	SPLASHTOP SOS REMOTE SUPP	796.00	
	Voucher:		STB200403-3	4/3/2020	SPLASHTOP REMOTE DESKTOP	4,950.00	5,746.00
88756	5/26/2020	00004897	ST FRANCIS MED CT	4/28/2020	1/26/20 ROJAS, EFRAIN - CLAIM ;	1,081.80	1,081.80
	Voucher:		559329943				
88757	5/26/2020	00004908	STATUS ONE MEDICAL INC	5/14/2020	FIRST AID SUPPLIES	266.42	266.42
	Voucher:		59496				
88758	5/26/2020	0005394	STEVE SWAIN INVESTIGATOR	4/14/2020	BACKGROUND INVESTIGATION I	875.00	
	Voucher:		1361	4/14/2020	BACKGROUND INVESTIGATION I	1,300.00	
			1363	5/1/2020	BACKGROUND INVESTIGATION I	1,300.00	3,475.00
			1364	4/23/2020	MAY 2020- ADJ FOR ACTIVE SWC	62.06	
88759	5/26/2020	0011468	SUPERIOR VISION SERVICES, IN	3/23/2020	APRIL 2020 - ADJ FOR ACTIVE S	69.00	131.06
	Voucher:		382898	4/9/2020	GROUPS MAINT. SUPPLIES	682.62	
88760	5/26/2020	00004921	TARGET SPECIALTY PRODUCTS	5/6/2020	GROUPS MAINT. SUPPLIES	842.48	1,525.10
	Voucher:		INVP500110782	4/22/2020	INVENTORY PO/ SPRAY BOTTLE	37.26	37.26
88761	5/26/2020	0012474	THE HOME DEPOT DEPOT PRO	4/20/2020	ACCT# 844830 017 0439993- 4/20	270.00	270.00
	Voucher:		547705970				
88762	5/26/2020	0008153	TIME WARNER CABLE-	2/29/2020	ADDITION OF AD HOCK SERVICE	217.50	
	Voucher:		0439993042020	1/31/2020	ADDITION OF AD HOCK SERVICE	14,717.89	
88763	5/26/2020	0012020	TRIPEPI, SMITH AND ASSOCIATE	2/29/2020	ADDITION OF AD HOCK SERVICE	2,503.75	
	Voucher:		4748	3/31/2020	ADDITION OF AD HOCK SERVICE	935.00	18,374.14
			4879	3/21/2020	COVID-19 SUPPLIES- NITRILE GI	686.86	686.86
			4943				
88764	5/26/2020	0006437	ULINE				
	Voucher:		118268091				

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CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88765	5/26/2020	0011926	URM TECHNOLOGIES, INC.	4/30/2020	APRIL 2020 - C001982 DOCUMENT	27.36	
	Voucher:			4/30/2020	APRIL 2020 - C001982ACCNT D	22.80	
				4/30/2020	APRIL 2020 - C001982AP DOCU	37.86	
				4/30/2020	APRIL 2020 - C001982AR DOCU	8.88	
				4/30/2020	APRIL 2020 - C001982MISC\...	59.54	
				4/30/2020	APRIL 2020 - C001982PERS DOC	36.48	
				4/30/2020	APRIL 2020 - C001982PAYROLL	13.68	
88766	5/26/2020	00004975	US ARMOR	4/27/2020	VEST- ENFORCER CONCEALABI	534.71	206.60
	Voucher:			4/27/2020	VEST- ENFORCER CONCEALABI	562.33	
				5/17/2020	VEST- ENFORCER CONCEALABI	526.61	
				5/17/2020	VEST- ENFORCER CONCEALABI	534.72	2,158.37
88767	5/26/2020	0012607	VARGAS, ALMA	5/4/2020	UB REFUND CST #00061787-101:	128.54	128.54
	Voucher:						
88768	5/26/2020	00000379	VERIZON BUSINESS	5/10/2020	BILLING -04/10/2020 - 04/31/2020	80.04	80.04
	Voucher:						
88769	5/26/2020	00001848	VERIZON WIRELESS	4/23/2020	BILLING PRD- 03/24/20-04/23/20-	57.62	
	Voucher:			4/21/2020	BILLING PRD- 03/22/20-04/21/20-	3,737.50	3,795.12
88770	5/26/2020	00003911	VERSATILE INFORMATION PROD050120043021-8	3/17/2020	5/1/20-4/30/21 -RENEWAL- ANNU	3,886.00	3,886.00
	Voucher:						
88771	5/26/2020	0012610	VOETTINER, PAUL	5/4/2020	UB REFUND CST #00063570-106	178.28	178.28
	Voucher:						
88772	5/26/2020	00002634	VULCAN MATERIALS COMPANY	4/29/2020	ASPHALT FOR ST DIV	1,155.15	
	Voucher:			4/30/2020	ASPHALT FOR ST DIV	250.21	1,405.36
88773	5/26/2020	00004423	WALTERS WHOLESALE ELECTRI	4/23/2020	PARKS MAINTENANCE YARD GA	936.97	936.97
	Voucher:						
88774	5/26/2020	00000028	WATER REPLENISHMENT DISTRI	3/31/2020	MAR 2020 - ALPHA# 4590 GROU	240,545.95	240,545.95
	Voucher:						
88775	5/26/2020	00002593	WAXIE'S SANITARY SUPPLY	4/27/2020	INVENTORY/ WYPALLS	1,181.55	
	Voucher:			4/2/2020	CIRCLE PARK-BABY CHANGING	387.68	1,569.23
88776	5/26/2020	0010471	WEBSTER'S BEE'S REMOVAL SR'1312	5/6/2020	BEE REMOVAL AT 10316 HUNT A	235.00	235.00
	Voucher:						
88777	5/26/2020	0010476	WECK LABORATORIES INC	4/20/2020	WATER QUALITY SAMPLING	115.00	
	Voucher:			4/23/2020	WATER QUALITY SAMPLING	200.00	
				4/23/2020	WATER QUALITY SAMPLING	150.00	
				4/14/2020	WATER QUALITY SAMPLING	440.00	905.00

Final Check List  
CITY OF SOUTH GATE

apChkLst  
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(Continued)

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
88778	5/26/2020	00000482	WEST COAST ARBORISTS, INC. 1-5845	4/14/2020	ANNUAL TREE MAINT - AMEND #	1,232.00	1,232.00
Voucher:							
88779	5/26/2020	0007074	WEST COAST SAND & GRAVEL IN244027	4/3/2020	SAND FOR SG PARK	399.65	399.65
Voucher:							
88780	5/26/2020	0011968	WEX BANK	5/6/2020	SHELL GAS STMT CLOSING DAT	467.76	467.76
Voucher:							
88781	5/26/2020	00000062	ZIEGLER'S HARDWARE& SUPPLY09312	4/18/2020	HAND SANTIZER FOR DURING C	436.10	
Voucher:							
			09313	4/18/2020	BUILDING MAINTENANCE/SPOR	18.70	
			09315	4/20/2020	HAND SANTIZER FOR STAFF CO	436.10	
			09316	4/20/2020	STREET DIVISION/PAINT FOR MI	13.21	
			09317	4/21/2020	MEASURING TAPE FOR ST DIV	22.04	
			09321	4/21/2020	SUPPLIES FOR ST DIV	55.06	
			09325 4/22/20	4/22/2020	KEYS FOR ST DEPT	18.07	
			09336	4/24/2020	PARK RESTROOM/PAINTING	29.73	
			09335	4/24/2020	PARKS RECREATION - URINAL F	76.43	
			09356	4/29/2020	WATER SUPPLIES	83.75	
			09362	4/30/2020	VARIOUS WATER SUPPLIES	24.10	1,213.29

352 checks in this report.

Sub total for BANK OF THE WEST:

1,198,499.25

Void Checks

Bank code: botw Bank code: efbotw  
Check # 88650 Date 5/26/2020 (none)

# WARRANT REGISTER FOR COUNCIL MEETING 5/26/2020

PART IV

apChkLst

05/18/2020 1:51:22PM

Final Check List

CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1862	4/2/2020	00004708	PERS HEALTH PLAN	Ben265377	4/2/2020	MEDICAL HMO ANTHEM SELECT	389,873.75
1881	5/14/2020	00000343	PUBLIC EMPLOYEES RETIREMENT	Ben267143	5/14/2020	PERS RETIREMENT: PAYMENT	220,523.95
1882	5/14/2020	00001186	EMPLOYMENT DEVELOPMENT	DBen267145	5/14/2020	SDI: PAYMENT	60,680.54
1883	5/14/2020	00002370	INTERNAL REVENUE SERVICE	Ben267147	5/14/2020	MEDICARE: PAYMENT	180,332.68
1884	5/14/2020	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben267149	5/14/2020	SEIU DUES: PAYMENT	3,331.44
1885	5/14/2020	00000004	NATIONWIDE RETIREMENT SOLL	Ben267151	5/14/2020	DEF COMP NATIONWIDE: PAYME	63,787.10
1887	5/14/2020	00004996	SEIU-COPE LOCAL 721, LA/OC	CIBen267155	5/14/2020	SEIU- COPE LOCAL 721 DEDUCT	44.00
1888	5/14/2020	00004988	CHILD SUPPORT ON-LINE, STATE	Ben267157	5/14/2020	CHILD SUPPORT-ONLINE: PAYMI	2,195.54
Sub total for BANK OF THE WESTMRES:							920,769.00

8 wire transfers in this report.

Grand Total All Wire Transfers: 920,769.00

Page: 1

WARRANT REGISTER FOR COUNCIL MEETING 5/26/2020

PART V

apChkLst  
05/18/2020

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Final Check List  
CITY OF SOUTH GATE

Page: 1

Bank : efbotw BANK OF THE WEST EFTs

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2	5/26/2020	0012466	RET: ADAMS, PAUL L.	5/13/2020	RETIREE MEDICAL INS.- MAY 2020	1,281.58	1,281.58

Voucher:

Sub total for BANK OF THE WEST EFTs: 1,281.58

1 EFT in this report.

**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING 5/26/2020**

<b>TOTAL PART I - PREPAID CHECK 5/7/2020</b>	<b>119.85</b>
<b>TOTAL PART II - PAYROLL-RELATED CHECKS</b>	<b>55,536.96</b>
<b>TOTAL PART III - ACCOUNTS PAYABLE CHECKS</b>	<b>1,198,499.25</b>
<b>TOTAL PART IV - PAYROLL-RELATED WIRE TRANSFERS</b>	<b>920,769.00</b>
<b>TOTAL PART V - ACCOUNTS PAYABLE EFTs</b>	<b>1,281.58</b>
	<hr/>
<b>SUB - TOTAL</b>	<b>2,176,206.64</b>
<b>LESS: VOIDS</b>	<b>(17,315.00)</b>
<b>LESS: EMPLOYEE PAYROLL DEDUCTIONS</b>	<b>(387,559.52)</b>
	<hr/>
<b>GRAND TOTAL</b>	<b>1,771,332.12</b>



# SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number 88415 to Warrant Number 88781 inclusive, plus Wire Transfers & EFTs, totaling **\$1,771,332.12** as listed on the accompanying Accounts Payable Warrant Register of May 26, 2020 and approved as presented, with the exception of the following voided and replacement warrants:

Check	Vendor	Check Date	Amount	Reason for Void
87516	PYRO SPECTACULARS, INC.	3/24/2020	\$ 9,500.00	EVENT CANCELED
87880	FAMILY VIOLENCE PREVENTION	4/28/2020	\$ 7,750.00	WRONG NAME ON DISBURSEMENT FORM. REISSUED
87993	LARIOS, ALEJANDRO	4/28/2020	\$ 65.00	WRONG NAME ON DISBURSEMENT FORM. REISSUED
GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS			\$ 17,315.00	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER

  
\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on May 26, 2020 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, as approved.