



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

DIAL-IN-NUMBER: 1 (669) 900-6833

MEETING ID: 837 5048 9485

<https://us02web.zoom.us/j/83750489485>

Tuesday, February 9, 2021 at 6:30 p.m.

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

CALL TO ORDER	Maria Davila, Mayor
INVOCATION	Reverend Sean Pica, Redeemer Lutheran Church
PLEDGE OF ALLEGIANCE	Giselle Mares, Management Assistant
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Maria Davila	CITY CLERK Carmen Avalos
VICE MAYOR Al Rios	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Maria del Pilar Avalos Denise Diaz Gil Hurtado	INTERIM CITY MANAGER Chris Jeffers
	CITY ATTORNEY 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 February 9, 2021 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: 837 5048 9485 and <https://us02web.zoom.us/j/83750489485>

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. Submissions by email must be received ***45 minutes*** prior to the posted start time of the meeting if emailing subject/public comment. *All emails will be made part of the record, copies to City Council and filed.*

Subject line should read: **COMMENTS FOR ITEM _____, MEETING OF FEBRUARY 9, 2021.**

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. Introduction Of New And Promoted Employees For 2020

The City Council will consider allowing staff to introduce the new and promotional full-time employees hired or promoted between January 1, 2020 and December 31, 2020. (ADMIN SRVS)

Documents:

VI. Public Hearings

2. Fiscal Year 2020/21 Traffic Enforcement Program Grant Funds

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

a. Authorizing utilization of the 2020-2021 Selective Traffic Enforcement Program (STEP) Grant Funds from the State of California Office of Traffic Safety (OTS) for overtime, equipment and training expenses;

b. Approving the Grant Agreement (**Contract No. _____**) with the OTS, Grant Number PT21063;

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

d. Reducing the Fiscal Year 2020/21 revenue projection in the OTS Grant Fund, Account No. 231- 624 by \$1,420.28, from \$144,000.00 to \$142,579.72 (\$70,579.72 of available funds remaining from the 2019-2020 grant and 72,000 for the 2020-2021 grant); and

e. Reducing the Fiscal Year 2020/21 OTS Grant Fund budget by \$13,000, from \$85,000 to \$72,000, as follows: (\$4,000) in Account No. 231-556-21-5110; (\$3,902) in Account No. 231-556-21-5111; \$9,486) in Account No. 231-556-21-6204 and \$4,388 in Account No. 231-556-21-6340.

Documents:

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 **3,4,5,6,7,8,9,10,11,12,13, and 14** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

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

3. Resolution Authorizing The Application For Grant Funds For The Hollydale Community Park Renovation Project AS 4

The City Council will consider: (PARKS)

- a. Adopting a **Resolution** _____ authorizing the application and accepting grant funds, if awarded, from the Statewide Park Development and Community Revitalization Program for the Hollydale Community Park Renovation Project;
- b. Authorizing the Director of Administrative Services to appropriate up to \$4,000,000 Million in Statewide Park Development and Community Revitalization Program grant funds, if awarded, to Account No. 524-401-61-9200 (Building & Infrastructure Maintenance Fund - Parks & Recreation -Park Improvements);
- c. Directing staff to take steps necessary to complete the application process on behalf of the City; and
- d. Authorizing the Interim Director of Parks& Recreation to execute, on behalf of the City, and documents required to apply for, accept and implement said grant in a form acceptable to the City Attorney.

Documents:

[ITEM 3 REPORT 020921.PDF](#)

4. Resolution Amending The Hourly Pay Table To Add The Hourly Classification Of Grounds Maintenance Worker

The City Council will consider adopting a **Resolution**_____ amending the Hourly Pay Table to add the hourly classification of Grounds Maintenance Worker, retroactively effective February 1, 2021. (ADMIN SRVS)

Documents:

[ITEM 4 REPORT 020921.PDF](#)

5. Resolution Amending The Job Specification For The Director Of Community Development

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 Community Development position in the Community Development Department. (ADMIN SVCS)

Documents:

[ITEM 5 REPORT 020921.PDF](#)

6. Resolution Authorizing The Application For Grant Funds For The Urban Orchard Project

The City Council will consider the following: (PW)

- a. Adopting a **Resolution** _____ authorizing the application and accepting grant funds, if awarded, from the Statewide Park Development and Community Revitalization Program for the Urban Orchard Project;
- b. Authorizing the Director of Administrative Services to appropriate up to \$3.4 Million in Statewide Park Development and Community Revitalization Program grant funds, if awarded, to Account No. 311-790-61-9214 for the Urban Orchard Project; and
- c. Authorizing the Mayor to execute Resolution in a form acceptable to the City Attorney.

Documents:

[ITEM 6 REPORT 020921.PDF](#)

7. Amendment No. 6 To Contract No. 2796 With Metro Extending The Grant Funds Lapsing Date For The Boulevard Project

The City Council will consider: (PW)

- a. Approving **Amendment No. 6 to Contract No. 2796,**

Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority retroactively extending the grant funds lapsing date from February 28, 2020 to February 28, 2021, for the Firestone Boulevard Regional Corridor Capacity Enhancement, Metro Project ID No. F3124, City Project No. 476-TRF, for the 2009 Call for Projects Program grant funds; and

b. Authorizing the Mayor to execute Amendment No. 6 in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 020921.PDF](#)

8. Amendment No. 1 To Contract No. 3185 With Etrak Recreation Software, LLC Retroactively Extending Recreation Software Services

The City Council will consider: (PARKS)

a. Approving **Amendment No. 1 to Contract No. 3185** with "e-Trak-Plus", now doing business as "Etrak Recreation Software, LLC, retroactively extending the term from January 1, 2021 through December 31, 2021; and

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

Documents:

[ITEM 8 REPORT 020921.PDF](#)

9. Agreement With Crossroads Software, Inc., For Police Reports Record Keeping

The City Council will consider: (PD)

a. Approving a Service Agreement (**Contract No.**_____) with Crossroads Software, Inc., for collision/incident reports record keeping; and

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

Documents:

[ITEM 9 REPORT 020921.PDF](#)

10. Purchase Order With National Auto Fleet Group For Two Patrol Vehicles And Installation Of Necessary Emergency Equipment For The Police Department

The City Council will consider: (PD)

- a. Approving Purchase Order with National Auto Fleet Group for the purchase of two patrol vehicles for the Police Department, in the total amount of \$75,807.76;
- b. Approving Purchase Order with West Coast Lights & Sirens, Inc., for the purchase and installation of necessary emergency equipment on these two patrol vehicles, in the amount of \$32,307.58;
- c. Approving Purchase Order with Northstar Graphics, for the purchase and installation of decals/graphics on these two patrol vehicles, in the amount of \$715.00; and
- d. Approving Purchase Order with CDCE, Inc., for the purchase of Mobile Data Computers to outfit these two patrol vehicles, in the amount of \$13,818.51.

Documents:

[ITEM 11 REPORT 020921.PDF](#)

11. Purchase Order With Dave Bang And Associates, Inc., For The Cesar Chavez Park Playground Equipment

The City Council will consider: (PARKS)

- a. Approving Purchase Order with Dave Bang and Associates, Inc., for the purchase and renovation of the post and deck playground equipment located at Cesar Chavez Park, in the amount of \$147,051, for equipment and installation;
- b. Authorizing the City's Purchasing Division to issue a Purchase Order for this project in accordance with the City's purchasing ordinance and policies; and
- c. Authorizing the Interim Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

Documents:

[ITEM 11 REPORT 020921.PDF](#)

12. Investment Report For June 30, 2020

The City Council will consider receiving and filing the Quarterly Investment Report for the quarter ended June 30, 2020. (ADMIN SVCS)

Documents:

X. Reports, Recommendations And Requests

13. Interim Urgency Ordinance Establishing A Temporary Limit On The Charges Imposed By Third-Party Food Delivery Service

The City Council will consider adopting an **Interim Urgency Ordinance** _____ adopting new Section 2.10.380 (COVID-19 Restrictions - Food Delivery Charges), to Chapter 2.10 (Business Regulation), to Title 2 (Licenses - Business Regulations), of the South Gate Municipal Code establishing a temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic, effective immediately. (ADMIN)

Documents:

[ITEM 13 REPORT 020921.PDF](#)

14. Citizens Advisory Committee's Composition And Direction To Staff

The City Council will consider discussing the Citizens Advisory Committee's composition and provide staff with direction. (CD)

Documents:

[ITEM 14 REPORT 020921.PDF](#)

15. Resolution Establishing The Centennial Celebration Planning Ad Hoc Committee For The Celebration Of The City's 100th Anniversary

The City Council will consider: (PARKS)

Adopting a **Resolution** _____ establishing the "Centennial Celebration Planning Ad Hoc Committee" to begin making plans for the City's upcoming 100th Anniversary Celebration and appointing members to serve on this Ad Hoc Committee; and

a. Allowing the Mayor to appoint a City Council Member to act and serve as the Chairperson of this Ad Hoc Committee, subject to a majority vote by the City Council;

b. Each City Council Member will consider appointing two community members to serve as Ad Hoc Committee Members, subject to a majority vote of the City Council; and

c. Appointing the Director of Parks & Recreation and the Management Analyst from the City Manager's Office as the staff liaisons.

Documents:

[ITEM 15 REPORT 020921.PDF](#)

16. City's Legislative Platform For 2021

The City Council will consider receiving and filing the City's 2021 Legislative Platform, containing the City's state and federal legislative priorities. (ADMIN)

Documents:

[ITEM 16 REPORT 020921.PDF](#)

17. Official Ballots For Individuals Seeking Appointments To The Central Basin Municipal Water District Board Of Directors

The City Council will consider casting votes for the following individuals seeking appointment to the Board of Directors of the Central Basin Municipal Water District (CBMWD): (ADMIN)

- a. Candidate Monica Heredia, Director of Public Works for the City of Pico Rivera, to serve as the CBMWD's "Appointed Director, At-Large - Cities" (sole candidate for this position); and
- b. Either Candidate Michael Gualitieri, General Manager for the La Habra Heights Water District, OR Candidate Steve Bucknam Consultant for Bucknam & Associates, to serve as CBMWD's "Appointed Director, At-Large" Water Purveyor; and
- c. Directing the City Clerk to submit the Official Ballots to the CBMWD prior to the deadline, and in compliance with CBMWD's election requirements.

Documents:

[ITEM 17 REPORT 020921.PDF](#)

18. Warrants

The City Council will consider: (ADMIN SVCS)

- a. Approving Check No. 91260 from January 12, 2021
- b. Approving Check No. 91390, and 91402 from January 26, 2021
- c. Approving the Warrant Register for February 9, 2021

Total of Checks:	\$2,899,952.05
Voids:	\$ (284,425.58)
Total of Payroll Deductions	\$ (355,483.51)

Grand Total: \$2,260,042.96

Documents:

ITEM 18A REPORT 020921.PDF
ITEM 18B REPORT 020921.PDF
ITEM 18C REPORT 020921.PDF

XI. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted February 4, 2021 at 3:36 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

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

FEB 2 2021

City of South Gate
CITY COUNCIL

Item No. 1

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

7:40pm

AGENDA BILL

For the Regular Meeting of: February 9, 2021
Originating Department: Administrative Services

Department Director:


Jackie Acosta

Interim City Manager:


Chris Jeffers

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

PURPOSE: To introduce to the City Council the City's new and promotional full-time employees hired or promoted during calendar year 2020.

RECOMMENDED ACTION: Allow staff to introduce the new and promotional full-time employees hired or promoted between January 1, 2020 and December 31, 2020.

FISCAL IMPACT: None

ANALYSIS: None

BACKGROUND: Following is a list of new and promotional full-time city employees who were hired or promoted between January 1, 2020 and December 31, 2020, and one promotion from November 2019 which was missed last time:

Employee	Title	Department	Division	Original Hire Date	Promotion Date
Troi Bungay	Water Distribution Operator III	Public Works	Water	07/23/18	11/01/19
Diego Infante	Graffiti Removal Worker	Public Works	General Maintenance	07/02/18	01/05/20
Juan Preciado	Street & Sewer Superintendent	Public Works	Streets	03/31/20	
Jessica Miranda	Secretary	Public Works	Administration	07/11/11	07/06/20
Yamillet Brizuela	Assistant Planner	Community Development	Planning	03/02/20	
Donna Salazar	Recreation Coordinator	Parks & Recreation	Sports Center	04/27/16	02/17/20
Marissa Kuchek	Recreation Coordinator (Cultural Arts)	Parks & Recreation	Sports Center	02/18/20	
Juan Rodriguez Jr.	Park Facilities Maintenance Worker	Parks & Recreation	Parks Maintenance	11/16/13	08/02/20
Andres Gonzalez	Recreation Specialist	Parks & Recreation	Sports Center	08/17/20	

Employee	Title	Department	Division	Original Hire Date	Promotion Date
Armando Munoz	Police Sergeant	Police	Patrol	07/07/03	01/19/20
Christian Perez	Police Sergeant	Police	Patrol	01/02/07	01/19/20
Juan Rodriguez	Police Sergeant	Police	Patrol	10/05/03	01/19/20
Evelyn Garcia	Police Lieutenant	Police	Patrol	04/03/06	01/19/20
Nicole Quenga	Police Officer	Police	Patrol	02/24/20	
Erik Alvarado	Police Officer	Police	Patrol	06/08/20	
Marco Lopez Orozco	Police Officer	Police	Patrol	06/22/20	
Edward Bolar	Police Sergeant	Police	Patrol	10/19/03	07/05/20
Brigette Crum	Police Officer	Police	Patrol	09/16/19	07/20/20
Karla D. Garcia	Intermediate Account Clerk	Police	Police Services	08/19/20	
Sebastian De La Torre	Police Officer	Police	Patrol	02/20/20	11/09/20
Avelardo Ocampo Jr.	Police Officer	Police	Patrol	03/02/20	11/09/20
Georgina Vargas	Police Officer	Police	Patrol	04/27/20	11/09/20
Raul Gonzalez	Police Officer (Lateral)	Police	Patrol	11/23/20	
Keith Schwartzman	Police Officer (Lateral)	Police	Patrol	11/30/20	
Steven Thoreson	Police Officer (Lateral)	Police	Patrol	11/30/20	
Gerardo Prado	Police Officer (Lateral)	Police	Patrol	11/30/20	

ATTACHMENTS: None

RECEIVED

City of South Gate

Item No. 2

CITY COUNCIL

FEB 3 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:30am

AGENDA BILL

For the Regular Meeting of: February 9, 2021

Originating Department: Police

Department Director:

Randall Davis
Randall Davis

Interim City Manager:

Chris Jeffers
Chris Jeffers

SUBJECT: PROPOSED USE OF THE 2020-2021 SELECTIVE TRAFFIC ENFORCMENT PROGRAM GRANT FUNDS

PURPOSE: The South Gate Police Department submitted a grant application to the State of California Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) in early 2020. In June of 2020, the OTS awarded the South Gate Police Department \$72,000 for overtime, equipment and training expenses.

RECOMMENDED ACTIONS: Following the conclusion of the Public Hearing:

- a. Authorize utilization of the 2020-2021 Selective Traffic Enforcement Program (STEP) Grant Funds from the State of California Office of Traffic Safety (OTS) for overtime, equipment and training expenses;
- b. Approve the Grant Agreement with the OTS, Grant Number PT21063;
- c. Authorize the Mayor to execute the Grant Agreement in a form acceptable to the City Attorney;
- d. Reduce the Fiscal Year 2020/21 revenue projection in the OTS Grant Fund, Account No. 231-4624 by \$1,420.28, from \$144,000.00 to \$142,579.72 (\$70,579.72 of available funds remaining from the 2019-2020 grant and 72,000 for the 2020-2021 grant); and
- e. Reduce the Fiscal Year 2020/21 OTS Grant Fund budget by \$13,000, from \$85,000 to \$72,000, as follows: (\$4,000) in Account No. 231-556-21-5110; (\$3,902) in Account No. 231-556-21-5111; (\$9,486) in Account No. 231-556-21-6204 and \$4,388 in Account No. 231-556-21-6340.

GA/BSH

FISCAL IMPACT: There is no fiscal impact to the General Fund and no requirement for the City to match the grant funds. The total amount of funding that has been allocated to the City for FY 2020/21 is \$72,000.

ANALYSIS: The OTS grant funding provides additional financial resources to help address the traffic related needs of the City. The funding will augment the already existing plan of traffic enforcement through directed enforcement, education and training.





PUBLIC NOTICE: A legal notice was published in *the Los Angeles Wave* newspaper on January 28, 2021.

BACKGROUND: The OTS strives to provide funding assistance to agencies with the greatest need. The grants are awarded on a competitive basis and a comprehensive evaluation is


part of the application review process. The OTS evaluates the applications using several criteria, including but not limited to: potential traffic safety impact of proposed activities; local collision statistics and OTS rankings; seriousness of identified problems; performance on previous grants; proportionality of funding requested with identified traffic safety problems; and the value of the funding requested for the proposed activities.

In early 2020, the South Gate Police Department submitted a grant proposal to the OTS seeking grant funding to impact traffic related issues in the City. The goal of the program is reduce the number of persons killed and injured in traffic collisions as a result of alcohol and other collision factors. Using best practices, the South Gate Police Department intends to impact these issues through DUI Checkpoints and saturation patrols, warrant service operations, surveillance operations, and educational awareness programs. The program will also focus on speeders, distracted drivers, seat belt enforcement, operations at intersections where there are a disproportionate number of traffic collisions, and special operations that encourage motorcycle safety. The funding for this grant period is October 1, 2020 through September 30, 2021.

ATTACHMENTS: A. Proposed STEP Grant Agreement
B. Public Hearing Notice

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY South Gate	3. Grant Period From: 10/01/2020 To: 09/30/2021
4. AGENCY UNIT TO ADMINISTER GRANT South Gate Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$72,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: James Chavez TITLE: Sergeant EMAIL: jchavez@sogate.org PHONE: (323) 383-2792 ADDRESS: 8620 California Avenue South Gate, CA 90280-3004  _____ (_____) (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Randall Davis Chief rdavis@sogate.org 323-563-5408 8620 California Ave South Gate, CA 90280  _____ (_____) (Date)
C. FISCAL OFFICIAL ADDRESS: Jacquelyn Acosta Director of Administrative Services jacosta@sogate.org 323-563-9524 8650 California Ave South Gate, CA 90280  _____ (_____) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive Suite 300 Elk Grove, CA 95758  _____ (_____) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS INFORMATION DUNS #: 082201310 REGISTERED ADDRESS: 8620 California Ave CITY: South Gate ZIP+4: 90280-3004
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405c TR-21	20.616	0521-0890-101	2020	2020	BA/20	\$2,000.00
402PT-21	20.600	0521-0890-101	2020	2020	BA/20	\$30,000.00
164 AL-21	20.608	0521-0890-101	2020	2020	BA/20	\$40,000.00
					AGREEMENT TOTAL	\$72,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					\$72,000.00	
					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					\$ 0.00	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
 <small>Carolyn Vu (Jul 28, 2020 09:33 PDT)</small>			Jul 28, 2020		\$72,000.00	

1. PROBLEM STATEMENT

The City of South Gate, like many California cities, suffered financially due to the 2010 recession. Our sworn positions decreased from nearly 100 officers to 75. Our Traffic Services Bureau shrunk from 6 sworn officers to 3 sworn officers. This reduction has caused a decrease in officers proactively addressing traffic issues and DUI drivers. For several years now, our traffic officers have been tasked with backfilling Patrol deployment shortages and handling calls for service involving traffic collisions. This greatly reduced the time traffic officers have available to address hazardous drivers, pedestrian, and bicycle safety issues. Due to the reduction in sworn officers and lack of available time for directed traffic enforcement, the City of South Gate has had no less than four fatal traffic collisions per year from 2016 to 2018.

From 2016 to 2018 the City of South Gate has had over 1257 injury traffic collisions and over 1845 injured victims. According to 2017 OTS collision rankings (Group C) the City of South Gate ranks #4 in fatal and injury collisions, #5 in speed related traffic collisions, #1 in nighttime injury collisions, and #1 in hit and run injury collisions.

We recognize several traffic trends occurring in South Gate. First, our population is growing which means there is more vehicle traffic traveling the roads of South Gate. With this increase, there arises a greater likelihood for collisions to occur. Second, we have a large and increasing homeless population that traverses our streets and roadways at all hours creating additional bicycle and pedestrian traffic. The City of South Gate is an urban city situated between several metropolitan cities such as the cities of Los Angeles, Downey, Lynwood, Huntington Park, Cudahy, Bell Gardens, and Bell. It provides police services for a population of over 95,000 people. There are sixteen elementary schools, two middle schools, five high schools, and one college campus, within the City of South Gate. There are several businesses in and around these residential communities and schools. Many of these businesses are manufacturing and retail type businesses that are primarily open during the daytime. There are also businesses open during the evening hours which provide evening entertainment including alcohol. These establishments include several restaurant style bars with dance floors. The City of South Gate is also boarded by two highly traveled freeways, Interstate 710 and Interstate 105. Each of these freeways has freeway on ramps and off ramps in or near the City of South Gate.

The South Gate Police Department will aggressively address behaviors that cause traffic collisions; speed, DUI, unsafe turning movements and distraction. We seek to reduce pedestrian and bicyclist actions that put themselves in harm's way and also endanger the motoring public. We believe that a well-formulated traffic enforcement plan will address every angle of behavior will greatly reduce the amount of injury collisions we have.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.

17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	11
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	1
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
13. Conduct highly visible collaborative DUI Enforcement operations	2
14. Conduct highly visible collaborative Traffic Enforcement operations	2
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> • The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. • In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, 	

description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. Media Requirements
- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. Media Requirements
- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary

of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-21	20.616	State Traffic Safety Information System Improvements	\$2,000.00
402PT-21	20.600	State and Community Highway Safety	\$30,000.00
164AL-21	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$40,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Positions and Salaries				
<u>Straight Time</u>				
				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-21	\$8,408.00	2	\$16,816.00
DUI Saturation Patrols	164AL-21	\$1,473.00	11	\$16,203.00
Collaborative DUI Enforcement	164AL-21	\$1,473.00	2	\$2,946.00
Benefits OT @1.45%	164AL-21	\$35,965.00	1	\$521.00
Traffic Enforcement	402PT-21	\$1,473.00	8	\$11,784.00
Distracted Driving	402PT-21	\$1,473.00	1	\$1,473.00
Motorcycle Safety	402PT-21	\$1,473.00	1	\$1,473.00
Pedestrian and Bicycle Enforcement	402PT-21	\$3,785.00	2	\$7,570.00
Collaborative Traffic Enforcement	402PT-21	\$1,473.00	2	\$2,946.00
Benefits OT @ 1.45%	402PT-21	\$25,246.00	1	\$366.00
Category Sub-Total				\$62,098.00
B. TRAVEL EXPENSES				
In State Travel	402PT-21	\$4,388.00	1	\$4,388.00
				\$0.00
Category Sub-Total				\$4,388.00
C. CONTRACTUAL SERVICES				
Traffic Crash Database System Interface	405c TR-21	\$2,000.00	1	\$2,000.00
Category Sub-Total				\$2,000.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-21	\$3,514.00	1	\$3,514.00
Category Sub-Total				\$3,514.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$72,000.00

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits OT @1.45% - Overtime Benefits
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Benefits OT @ 1.45% - Overtime Benefits
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers conference. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
Traffic Crash Database System Interface - Computer programming required to interface crash database or citation data collection systems with other existing agency or court databases or Records Management Systems, allowing the systems to be electronically integrated for transfer of data.
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
INDIRECT COSTS
-

STATEMENTS/DISCLAIMERS

Program Income default statement:

There will be no program income generated from this grant.

Enforcement Grant Quota Disclaimer:

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

**CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS**

(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place State in a high-risk grantee status in accordance with 49 CFR 18.12.

The Officials named on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include but are not limited to the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 49 CFR Part 18- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT21063
Agency Name:	South Gate Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$72,000.00
Authorizing Official:	Randall Davis
Fiscal Official:	Jacquelyn Acosta
Grant Director:	James Chavez

CURRENT GEMS USER(S)

1. Sam Brown

Title: Sergeant
Phone: (323) 816-6687
Email: sbrown@sogate.org

Media Contact: Yes

2. James Chavez

Title: Sergeant
Phone: (323) 383-2792
Email: jchavez@sogate.org

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 2		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 3		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 4		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 5		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
Form completed by: <u>James R. Chavez</u> <small>James R. Chavez (Jul 20, 2020 06:26 PDT)</small>		Date: Jul 20, 2020	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
<u>James R. Chavez</u> <small>James R. Chavez (Jul 20, 2020 06:27 PDT)</small>		James R. Chavez	
Signature		Name	
Jul 20, 2020		Grant Director	
Date		Title	












Grant Agreement - PT21063


Final Audit Report

2020-07-28

Created:	2020-07-17
By:	Tua Vang (Tua.vang@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy27EJTp7Qw_nwwClkcR40TrTDExyduf0

"Grant Agreement - PT21063" History


-  Document created by Tua Vang (Tua.vang@ots.ca.gov)
2020-07-17 - 9:30:06 PM GMT- IP address: 96.43.153.8
-  Document emailed to James R. Chavez (jchavez@sogate.org) for signature
2020-07-17 - 9:30:12 PM GMT
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2020-07-20 - 1:21:02 PM GMT- IP address: 12.158.250.226
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-  Document emailed to randall davis (rdavis@sogate.org) for signature
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Signature Date: 2020-07-28 - 4:07:01 PM GMT - Time Source: server- IP address: 12.158.250.226

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2020-07-28 - 4:07:03 PM GMT

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 Document e-signed by Carolyn Vu (carolyn.vu@ots.ca.gov)

Signature Date: 2020-07-28 - 4:13:33 PM GMT - Time Source: server- IP address: 134.186.23.239

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2020-07-28 - 4:13:35 PM GMT

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2020-07-28 - 6:16:19 PM GMT- IP address: 104.47.65.254

 Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)

Signature Date: 2020-07-28 - 6:16:32 PM GMT - Time Source: server- IP address: 174.222.8.184

 Signed document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov), randall davis (rdavis@sogate.org), James R. Chavez (jchavez@sogate.org), Tua Vang (Tua.vang@ots.ca.gov), and 3 more

2020-07-28 - 6:16:32 PM GMT

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of discussing and considering the use of the Fiscal Year 20/21 Selective Traffic Enforcement Program (STEP) Grant from the California Office of Traffic Safety.

The Office of Traffic Safety STEP Grant to the South Gate Police Department is in the amount of \$72,000. A copy of the City Council Agenda Bill with the grant agreement and budget of the program may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

DATE: TUESDAY, FEBRUARY 9, 2021
TIME: 6:30 P.M.
LOCATION: Members of the public wishing to observe the meeting may join through a Call in Conference. For the updated Dial-In Number and Conference Code for the February 9th City Council meeting please visit the City's website at www.cityofsouthgate.org/AgendaCenter.

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

THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated this January 21, 2021.

/s/

Carmen Avalos, City Clerk

Publication date: January 28, 2021

RECEIVED

FEB 1 2021

Item No. 3

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:50pm

AGENDA BILL

For the Regular Meeting of: February 9, 2021
Originating Department: Parks & Recreation

Interim Director: Steve Costley/134
Steve Costley

Interim City Manager: Chris Jeffers
Chris Jeffers

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

PURPOSE: To authorize staff to submit an application for grant funding for the Hollydale Community Park Renovation Project (Project).

RECOMMENDED ACTIONS:

- a. Adopt Resolution authorizing the application and accepting grant funds, if awarded, from the Statewide Park Development and Community Revitalization Program for the Hollydale Community Park Renovation Project;
- b. Authorize the Director of Administrative Services to appropriate up to \$4,000,000 Million in Statewide Park Development and Community Revitalization Program grant funds, if awarded, to Account No. 524-401-61-9200 (Building & Infrastructure Maintenance Fund – Parks & Recreation – Park Improvements);
- c. Direct staff to take steps necessary to complete the application process on behalf of the City; and
- d. Authorize the Interim Director of Parks & Recreation to execute, on behalf of the City, all documents required to apply for, accept and implement said grant in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact. Design Services for the Project have already been funded and are near completion. Early estimates for the Project are \$4,000,000 which will be requested in the grant application. There is not a matching funds requirement for this particular grant and if awarded, funds will be appropriated to Account No. 524-401-61-9200 (Building & Infrastructure Maintenance Fund – Parks & Recreation – Park Improvements). Staff is expecting the grant to cover all development costs for this Project. Once completed, the Project’s annual maintenance cost should remain similar to the current maintenance cost of this facility.

ALIGNMENT WITH COUNCIL GOALS: This item meets the City Council’s goal for “Continuing Infrastructure Improvements of City Amenities & Enhancements.”

ANALYSIS: Authorization of the resolution will establish needed protocol for submittal of the application packet. The resolution designates a position title to represent the City of South Gate on all matters regarding the application and project.

BACKGROUND: With the approval of the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, more commonly known as Prop. 68, grant funding has been made available for park projects. Round four of the grant phase has allocated \$395,300,000 for potential park projects in the State.

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

The renovation would overhaul an aging 1.5 acre community park. Renovations will be made to the playground, restrooms, lighted basketball court and picnic areas. The project will also add a new community building, a jogging path, a small event lawn and parking. Early estimates call for the project to cost \$4,000,000 which will be requested in the grant application. As a requirement of the grant, the upgrades will provide expanded recreation programming opportunities.

Staff has been informed that the State of California has preferred to provide Proposition 68 funding to agencies that are "shovel ready." Since Hollydale Community Park is currently designed, staff has the impression that will provide added value for an award decision.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

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

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

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

WHEREAS, said procedures established by the State require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State;

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

WHEREAS, the City of South Gate (“Applicant”) desires to apply for Statewide Park Development and Community Revitalization Program Grant Funds for the Hollydale Community Park Renovation Project.

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

SECTION 1. The City Council does hereby authorize the filing of an application and, if awarded, accepts up to \$4,000,000 Million of Statewide Park Development and Community Revitalization Program Grant Funds for the Hollydale Community Park Renovation Project (“Project”).

SECTION 2. The City Council does hereby certify that the Applicant has or will have available, prior to commencement of any work on the Project included in the application, the sufficient funds to complete the Project.

SECTION 3. The City Council does hereby certify that if the Project is awarded, the City has or will have sufficient funds to operate and maintain the Project.

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

SECTION 5. The City Council does hereby delegate the authority to the Director of Parks & Recreation to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements and amendments in a form acceptable to the City Attorney, and payment requests, which may be necessary for the completion of the Grant Scope Project.

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

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

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

PASSED, APPROVED and ADOPTED this 9th day of **February 2021**.

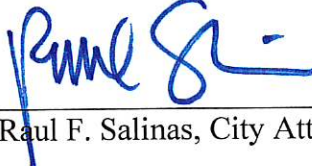
CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

RECEIVED

FEB 1 2021

City of South Gate
CITY COUNCIL

Item No. 4

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

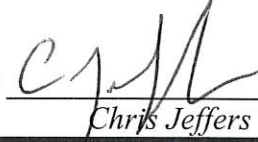
AGENDA BILL

For the Regular Meeting of: **February 9, 2021**
Originating Department: **Administrative Services**

Department Director:


Jackie Acosta

Interim City Manager:


Chris Jeffers

SUBJECT: RESOLUTION AMENDING THE HOURLY PAY TABLE TO ADD THE HOURLY CLASSIFICATION OF GROUNDS MAINTENANCE WORKER EFFECTIVE FEBRUARY 1, 2021

PURPOSE: To update the Hourly Pay Table to add the hourly classification of Grounds Maintenance Worker.

RECOMMENDED ACTION: Adopt Resolution amending the Hourly Pay Table to add the hourly classification of Grounds Maintenance Worker, retroactively effective February 1, 2021.

FISCAL IMPACT: There is no fiscal impact.

ANALYSIS: None

BACKGROUND: As the result of a recent retirement, staff needs to fill the full-time vacancy through an acting appointment while the recruitment for a permanent employee is conducted. The employee filling the acting appointment is an hourly employee and since the hourly equivalent of the Grounds Maintenance Worker position does not currently exist in the Hourly Pay Table, Council is being requested to approve an amendment to the Hourly Pay Table to add an hourly classification of Grounds Maintenance Worker. There is no budget impact with this acting appointment as the cost is covered by the savings from the vacant full-time position.

ATTACHMENT: Proposed Resolution (including new Hourly Pay Table).

RESOLUTION NO. _____

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING THE HOURLY PAY TABLE TO ADD THE
HOURLY CLASSIFICATION OF GROUNDS MAINTENANCE WORKER,
RETROACTIVELY EFFECTIVE FEBRUARY 1, 2021**

WHEREAS, the Hourly Pay Table was last updated effective January 1, 2021;

WHEREAS, since that time, the need has arisen to appoint an hourly employee to an acting assignment in the classification of Grounds Maintenance Worker; and

WHEREAS, since that classification title does not currently exist in the Hourly Pay Table, the City Council is being requested to approve an amendment to the Hourly Pay Table to add the hourly classification of Grounds Maintenance Worker.

[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 does hereby declare that the above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council does hereby approve and adopt the proposed Hourly Pay Table, retroactively effective February 1, 2021, 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 9th day of February 2021.

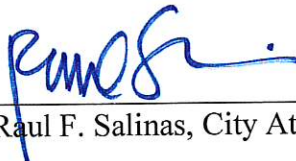
CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

Pay Plan Category L - Unclassified Hourly Employees (Flat Rated)		
Effective 01-03-2021		
(Minimum Wage Increase - 7.69%)		
<u>Range</u>	<u>Hourly Rate</u>	<u>Hourly Position</u>
999	\$ 22.00	Administrative Aide
999	\$ 26.52	Business License Inspector
999	\$ 18.26	Clerical Assistant I
999	\$ 19.76	Clerical Assistant II
999	\$ 22.51	Clerical Assistant III
999	\$ 23.05	Community Development Intern
999	\$ 21.85	Computer Information Systems (CIS) Aide
999	\$ 21.85	Computer Information Systems (CIS) Aide - Police
999	\$ 23.11	Court Officer
999	\$ 23.05	Engineering Aide
999	\$ 31.32	Family Violence Prevention Specialist
999	\$ 14.00	Intern
999	\$ 19.76	Maintenance Helper
999	\$ 25.21	Maintenance Service Worker
999	\$ 19.76	Mechanic Helper
999	\$ 28.58	Outdoor Power Equipment Mechanic
999	\$ 24.40	Police Cadet
999	\$ 26.62	Police Custodian of Records
999	\$ 17.60	Police Vehicle Service Attendant
999	\$ 24.40	Program Assistant
999	\$ 20.44	Public Safety Officer
999	\$ 17.52	Research Aide
998	\$ 14.00	Student Worker

Pay Plan Category L - Unclassified Hourly Employees						
Effective 01-03-2021						
(Minimum Wage Increase - 7.69%)						
<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Hourly Position</u>
997	\$14.00	\$14.70	\$15.43	\$16.21	\$17.02	Recreation Leader I (Rec Aide, Maint Aide I, Tutor Assistant)
996	\$15.40	\$16.17	\$16.98	\$17.83	\$18.72	Recreation Leader II (Rec Attendant, Maint Aide II, Tutor)
995	\$16.94	\$17.79	\$18.68	\$19.61	\$20.59	Recreation Leader III (Cashier, Golf Starter)
994	\$18.63	\$19.56	\$20.54	\$21.57	\$22.65	Recreation Leader IV (Recreation Leader, Sr. Golf Starter)
993	\$15.40	\$16.17	\$16.98	\$17.83	\$18.72	Lifeguard
995	\$16.94	\$17.79	\$18.68	\$19.61	\$20.59	Swim Instructor
992	\$18.63	\$19.56	\$20.54	\$21.57	\$22.65	Senior Lifeguard

Pay Plan Category L - Unclassified Hourly Employees Effective 02-01-2021 (No rate change)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Full-Time Classification - Hourly Equivalent</u>
		Municipal Employees' Association (MEA) Positions <i>Hourly Equivalent to 06/23/19 MEA Step A (Eff Council Action 12/12/17)</i>
999	\$18.52	City Hall Receptionist
999	\$27.71	Code Enforcement Officer
999	\$23.41	Community Development Technician II
999	\$22.33	Community Services Officer
999	\$22.02	Customer Service Representative
999	\$24.31	Electrician I
999	\$27.60	Electrician II
999	\$26.14	Equipment Mechanic
999	\$20.93	Grounds Maintenance Worker
999	\$27.45	Housing Specialist
999	\$22.02	Intermediate Account Clerk
999	\$20.86	Intermediate Typist Clerk/Office Assistant
999	\$20.93	Park Facilities Maintenance Worker
999	\$21.66	Police Records Specialist

Pay Plan Category L - Unclassified Hourly Employees Effective 01-03-2021 (No rate change)		
<u>Range</u>	<u>Hourly Rate Equivalent</u>	<u>Sworn Position - Hourly Equivalent</u>
999	\$41.82	Police Officer <i>Hourly Equivalent to 06/23/19 POA Step C (Eff Council Action 09/26/06)</i>

RECEIVED

City of South Gate

Item No. 5

CITY COUNCIL

FEB 2 2021

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:55pm

For the Regular Meeting of: February 9, 2021
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

Interim City Manager:

Chris Jeffers
Chris Jeffers

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO UPDATE THE JOB SPECIFICATION OF THE DIRECTOR OF COMMUNITY DEVELOPMENT POSITION

PURPOSE: To update the job specification of the Director of Community Development position in the Community Development Department to amend the minimum requirements for the position and make other minor changes.

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

FISCAL IMPACT: There is no fiscal impact associated with updating this job specification.

ANALYSIS: None

BACKGROUND: The Director of Community Development position is currently vacant. The Interim City Manager is recommending a change to the minimum qualifications for the position from two (2) years of professional management experience in directing a Community Development Department or similar operation to five (5) years of experience. The Director of Community Development job specification was last updated in 2015.

ATTACHMENTS: A) Proposed Resolution (with updated job specification)
B) Red-lined Director of Community Development 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 COMMUNITY DEVELOPMENT POSITION IN THE COMMUNITY DEVELOPMENT 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 Community Development position in the Community Development Department; and

WHEREAS, the City, based on evaluation, has determined that changes are necessary to the job specification of the Director of Community Development 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 Community Development 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 job specification for the Director of Community Development position, attached hereto as Exhibit "A."

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 9th day of February 2021.

CITY OF SOUTH GATE:

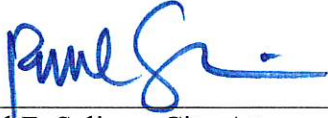
By: _____
Maria Davila, Mayor

ATTESTED:

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 COMMUNITY DEVELOPMENT

DESCRIPTION

Under the direction of the City Manager, the Director of Community Development plans, organizes and directs the activities of the Community Development Department to design and implement economic development and marketing strategies and programs that will attract, retain and expand the City's commercial, retail and business base, as well as manage and oversee the day-to-day operations of the housing, planning, code enforcement and building & safety activities of the City.

CLASS CHARACTERISTICS

The Director of Community Development is responsible for the management and direction of all community development, housing, planning, code enforcement, and building & safety activities. The Director of Community Development is a member of the Executive Management Team of the City.

SUPERVISION RECEIVED

Works under the general administrative direction and supervision of the City Manager.

SUPERVISION EXERCISED

Exercises direct supervision over all divisions of the Community Development Department, including Housing, Planning, Code Enforcement and Building & Safety.

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.

Assume full management responsibility for all department services and activities including planning, organizing and directing all internal support functions for all of the divisions within the Community Development Department; recommend and implement policies and procedures.

Set goals and objectives consistent with City Council and Successor Agency policies and directives;

Assist new and existing businesses, developers and other public and private entities in the investment in, or expansion of, operations within the City;

Establish and administer the budget of the Community Development Department;

Prepare action plans and work schedules and ensure their timely implementation;

Direct the agenda and activities of all employees of the Department, including those responsible for City Housing, Planning, Code Enforcement, and Building & Safety;

Evaluate or review evaluations of staff's performance against established goals and objectives; make all decisions regarding the hiring, discharge, discipline, promotion and transfer of Community Development staff.

QUALIFICATIONS

Education and Experience

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: graduation from an accredited college or university with a Bachelor's degree in public or business administration, urban planning, or related field and five (5) years of professional management experience in directing urban planning, economic development or housing programs, preferably in a public or similar organization providing such services. A Master's Degree in Public Administration or Business Administration is desirable.

License/Certification/Special Requirements

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

Knowledge, Skills, and Abilities

Knowledge of: the demographics, economic and social concerns of the City, combined with effective management and administrative skills; budget preparation and expenditure control, are also essential. Fluency in oral and written Spanish, in addition to English, is highly desirable.

Skill and Ability to: be an effective public speaker with the ability to present information to the City Manager, City Council, Successor Agency, commercial retail and business leaders and representatives; possess effective problem solving and reconciliation skills; be able to lead and motivate others, and to set manageable goals and objectives.

ADDITIONAL INFORMATION:

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

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

Created, 07/26/76

Revised, 09/09/03

Revised, 10/13/15

Revised, 02/09/21

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

DIRECTOR OF COMMUNITY DEVELOPMENT

DESCRIPTION

Under the direction of the City Manager, the Director of Community Development plans, organizes and directs the activities of the Community Development Department to design and implement economic development and marketing strategies and programs that will attract, retain and expand the City's commercial, retail and business base, as well as manage and oversee the day-to-day operations of the housing, planning, code enforcement and building & safety activities of the City.

CLASS CHARACTERISTICS

The Director of Community Development is responsible for the management and direction of all community development, housing, planning, code enforcement, and building & safety activities. –The Director of Community Development is a member of the Executive Management Team of the City.

SUPERVISION RECEIVED

Works under the general administrative direction and supervision of the City Manager.

SUPERVISION EXERCISED

Exercises direct supervision over all divisions of the Community Development Department, including Housing, Planning, Code Enforcement, and Building & Safety, ~~Housing, and Planning.~~

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.

Assume full management responsibility for all department services and activities including planning, organizing and directing all internal support functions for all of the divisions within the Community Development Department; recommend and implement policies and procedures.

Set goals and objectives consistent with City Council and Successor Agency policies and directives;

Assist new and existing businesses, developers and other public and private entities in the investment in, or expansion of, operations within the City;

Establish and administer the budget of the Community Development Department;

Prepare action plans and work schedules and ensure their timely implementation;

Direct the agenda and activities of all employees of the Department, including those responsible for City Housing, Planning, Code Enforcement, and Building & Safety ~~and Housing.~~

Evaluate or review evaluations of staff ~~their~~ performance against established goals and objectives; make all decisions regarding their hiring, discharge, discipline, promotion and transfer of Community Development staff.

DIRECTOR OF COMMUNITY DEVELOPMENT (cont.)

QUALIFICATIONS

Education and Experience

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: graduation from an accredited college or university with a Bachelor's degree in public or business administration, urban planning, ~~marketing, economics,~~ or related field and ~~five~~^{two} (5²) years of professional management experience in directing ~~urban planning, economic development or housing~~ programs, preferably ~~in~~^{with} a public or ~~similar organization providing such services~~^{non-profit agency}. ~~A Master's Degree in Public Administration or Business Administration is desirable. Five (5) years of progressively responsible experience in directing activities similar to those described above may be substituted for the educational degree requirement.~~

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License/Certification/Special Requirements

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

Knowledge, Skills, and Abilities

Knowledge of: the demographics, economic and social concerns of the City, combined with effective management and administrative skills; ~~including~~ budget preparation and expenditure control, are also essential. Fluency in oral and written Spanish, in addition to English, is highly desirable.

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Skill and Ability to: be an effective public speaker with the ability to present information to the City Manager, City Council, Successor Agency, commercial retail and business leaders and representatives; possess effective problem solving and reconciliation skills; be able to lead and motivate others, and to set manageable goals and objectives.

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ADDITIONAL INFORMATION:

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

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

Created, 07/26/76

Revised, 09/09/03

Revised, 10/13/15

Revised, 02/09/21

RECEIVED

FEB 2 2021

City of South Gate

CITY COUNCIL

Item No. 6

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:35pm

AGENDA BILL

For the Regular Meeting of: February 9, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers


SUBJECT: RESOLUTION APPROVING THE APPLICATION AND ACCEPTING GRANT FUNDS FROM THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM FOR THE URBAN ORCHARD PROJECT, CITY PROJECT NO. 539-PRK

PURPOSE: The Urban Orchard Project (Project) is a part of the Capital Improvement Program, and is in need of additional funding. Staff is recommending the submittal of a grant application to the Statewide Park Development and Community Revitalization Program to request \$3.4 million, to further fund the Project, for which approval by Resolution of the City Council is required.

Councilmember Hurtado should consider recusing himself from taking action due to the proximity of his home to the Project site.

RECOMMENDED ACTIONS: The City Council will consider the following:

- a. Adopting Resolution authorizing the application and accepting grant funds, if awarded, from the Statewide Park Development and Community Revitalization Program for the Urban Orchard Project;
- b. Authorize the Director of Administrative Services to appropriate up to \$3.4 Million in Statewide Park Development and Community Revitalization Program grant funds, if awarded, to Account No. 311-790-61-9214 for the Urban Orchard Project; and
- c. Authorizing the Mayor to execute Resolution in a form acceptable to the City Attorney.

 **FISCAL IMPACT:** There is no fiscal impact to the General Fund. The proposed application will request \$3.4 million in grant funds for the Urban Orchard Project. If awarded, the total sum of the grant funds received will be appropriated to Account No. 311-790-61-9214. The application does not commit the City to providing a local match.

ANALYSIS: The California Department of Parks and Recreation (State) has been delegated responsibility by the Legislature of the State of California to administer the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application. The established procedures require the applicant to certify by Resolution the approval of application before submission to the State.

The proposed Resolution authorizes the filing of the application and accepts grant funds from the Statewide Park Development and Community Revitalization Program Grant Funds, if awarded. It certifies that the City will have sufficient funds to complete the Project prior to commencement of any work for which funds are requested. It further certifies that the City will have sufficient funds to operate and maintain the Project after it is constructed. The Resolution delegates the authority to the

Assistant City Manager/Director of Public Works to complete the administrative functions necessary to complete the scope of work for which funds are requested.

BACKGROUND: With the approval of the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, or commonly known as Proposition 68, grant funding was made available for park projects. Round four of the grant program makes available up to \$395.3 million, with a maximum grant request of \$8.5 Million per project.

The Urban Orchard Project (Project) is a part of the Capital Improvement Program. The Project entails constructing a new passive park along the Los Angeles River. A primary purpose of the Project is to divert and treat storm water run-off from the Los Angeles River.

The Project is envisioned to be implemented in at least three phases. Phase I will take place on a 7-acre site located at 9475 W. Frontage Road. This site is located between Firestone Boulevard to the north, the Thunderbird Villa Mobile Home Park to the south, the Los Angeles River to the west and I-710 Freeway to the east. If fully funded, Phase I improvements will include a community orchard with fruit trees, storm water diversion structures from the Bandini Channel to an underground reservoir and wetland, a constructed wetland with emergent vegetation, an education garden, a natural play area with a water element, multi-use exercise pathways, a knoll overlooking the wetland, picnic areas, exercise stations, public art, native shade trees, groundcover vegetation, irrigation system, pathway lighting a multi-use community building and a maintenance garage, and an extension of the Los Angeles River Trail.

Phase I of the Urban Orchard Project has a budget requirement of \$24.6 Million. In total, there is \$19.2 Million available for the project. To date, \$15.8 Million has been programmed for the project, which is comprised of grants awarded to the City and The Trust for Public Land. There is a pending City funding appropriation in the amount of \$3.4 Million. The project has a budget deficit of \$5.2 Million. The proposed grant application could provide an additional \$3.4 Million, if the project is selected for funding.

Staff believes that the Project has a potential to be selected for grant funding. The grant agency emphasizes and gives priority to funding requests for the construction of new parks and recreational opportunities in underserved communities.

The grant application requests funding for landscaping, a nature play area, area lighting and a maintenance garage. These improvements are currently unfunded and will not be constructed in the forthcoming construction project, unless additional grant funding is received.

The Urban Orchard Project has been advertised for construction bids. Bids are due February 16, 2021. If the bid process is successful, the City Council may be requested to award a construction contract in the spring of 2021. Construction is envisioned to start in spring 2021 and be completed in late 2022.

ATTACHMENT: A. Proposed Resolution

GD:lc

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AUTHORIZING THE APPLICATION AND ACCEPTING
GRANT FUNDS, IF AWARDED, FROM THE STATEWIDE PARK
DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM FOR
THE URBAN ORCHARD PROJECT**

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

WHEREAS, said procedures established by the State require the applicant to certify by Resolution the approval of application before submission of said application to the State;

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

WHEREAS, the City of South Gate (“Applicant”) desires to apply for Statewide Park Development and Community Revitalization Program Grant Funds for the Urban Orchard Project.

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

SECTION 1. The City Council does hereby authorize the filing of an application and, if awarded, accepts up to \$3.4 Million of Statewide Park Development and Community Revitalization Program Grant Funds for the Urban Orchard Project (“Project”).

SECTION 2. The City Council does hereby certify that said Applicant has or will have available, prior to commencement of any work on the Project included in this application, the sufficient funds to complete the Project.

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

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

SECTION 5. The City Council does hereby delegate the authority to the Assistant City Manager/Director of Public Works to conduct all negotiations, sign and submit all documents,

including, but not limited to applications, agreements and amendments in a form acceptable to the City Attorney, and payment requests, which may be necessary for the completion of the Grant Scope Project.

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

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

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

PASSED, APPROVED and ADOPTED this 9th day of February 2021.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

RECEIVED

FEB 2 2021

City of South Gate Item No. 7
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:15pm

AGENDA BILL

For the Regular Meeting of: February 9, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: AMENDMENT NO. 6 TO CONTRACT NO. 2796 WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF (THE BOULEVARD PROJECT)

PURPOSE: Contract No. 2796 is a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro) for grant funds awarded to the Firestone Boulevard Regional Corridor Capacity Enhancement Project (The Boulevard Project). Metro has approved Amendment No. 6 to the MOU to extend the lapsing date of the grant funds from February 28, 2020 to February 28, 2021. City Council approval is necessary to effectuate Amendment No. 6 to the MOU.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 6 to Contract No. 2796, Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority retroactively extending the grant funds lapsing date from February 28, 2020 to February 28, 2021, for the Firestone Boulevard Regional Corridor Capacity Enhancement, Metro Project ID No. F3124, City Project No. 476-TRF, for the 2009 Call for Projects Program grant funds; and
- b. Authorizing the Mayor to execute Amendment No. 6 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact.

ANALYSIS: The Firestone Boulevard Regional Corridor Capacity Enhancement Project (The Boulevard Project) is partially funded with \$7,071,322 in 2009 Call for Projects grant funds (Metro Prop C 25%). These funds are regulated by the MOU, and have a lapsing date of February 28, 2020. Amendment No. 6 extends the lapsing date one year, to February 28, 2021. It is noted that the construction of The Boulevard Project is complete, however, the additional time was needed to pay the final invoices for services on The Boulevard Project.

BACKGROUND: The Boulevard Project was awarded grant funds through the 2009 Call for Projects Grant Program. This is a competitive grant program that awards capital transportation funds to regionally significant projects. Amendment No. 6 provided time to complete construction and pay construction invoices on The Boulevard Project. There is an estimated \$600,000 of unused grant funds that may be available for future use, which staff wishes to explore with Metro.

The 2009 Call for Projects grant funds were scheduled to lapse February 28, 2020. The Public Works Department requested an extension from Metro to provide more time to close out the construction of The Boulevard Project. Metro's prerequisite to extend the lapsing date is with proposed Amendment No.

6 to the MOU. On August 27, 2020, Metro approved Amendment No. 6 to grant the City a one-year extension. The City received the amendment on January 21, 2021, and the City Council may now approve it to effectuate it.

Metro's extension policy provides for individual one-year extensions. As such, to date, five amendments have been processed to extend the lapsing dates. Amendment No. 6 extends the lapsing date one-year, to February 28, 2021.

It is noted that staff is currently working with Metro on Amendment No. 7 to further extend the lapsing date to February 28, 2022. Amendment No. 7 aims to provide time to secure approvals from Metro to utilize the unused portion of the grant funds, which is estimated at \$600,000. Amendment No. 7 will be before the City Council at a future time.

The Boulevard Project was implemented to increase safety, reduce congestion and beautify Firestone Boulevard. The Boulevard Project improvements included, but were not limited to, adding a lane of traffic in each direction, constructing raised medians with landscaping and irrigation, new traffic signals, traffic signal modification, a dedicated right-turn lane, bus pullouts, pavement rehabilitation, pedestrian lighting, storm water quality improvements, and Americans with Disability Act (ADA) improvements. The Boulevard Project was accepted as complete by City Council and approved the Notice of Completion on May 12, 2020.

- ATTACHMENTS:**
- A. Proposed Amendment No. 6
 - B. Amendment No. 5
 - C. Amendment No. 4
 - D. Amendment No. 3
 - E. Amendment No. 2
 - F. Amendment No. 1
 - G. Contract No. 2796

KT:lc

AMENDMENT NO. 6
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 6 to Memorandum of Understanding (this "Amendment"), is dated as of September 30, 2020, by and between The City of South Gate ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA

RECITALS:

A. GRANTEE and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, which was amended on October 30, 2014, October 30, 2015, December 12, 2016, November 15, 2017, and November 7, 2019 (as amended, the "Existing MOU"), which Existing MOU provides for the Firestone Boulevard Capacity Improvements ("the Project"); and

B. Whereas, LACMTA Board on August 27, 2020, desires to extend the lapsing date of the Project to February 28, 2021; and

C. GRANTEE and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1 (iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "8.1 (iv). Funds programmed for FY 2011-12, FY 2012-13 and FY 2013-14 are no longer available. Funds programmed for FY 2014-15 are subject to lapse on February 28, 2021."

2. Attachment C-1 – Scope of Work, attached to the Existing MOU is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

MOU Milestones	Amendment 5 Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Procurement Process for CM/Inspection Services	5/17/2017	9/12/2017	5/17/2017	9/12/2017
Bid and Contract Award	5/18/2017	11/18/2017	5/18/2017	11/28/2017
Construction	2/12/2018	10/31/2019	2/12/2018	10/28/2019
Project Closeout	11/4/2019	1/31/2020	10/29/2019	2/28/2021
Total Project Duration (Months)	32		46	

3. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 6 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
Acting County Counsel

By: _____
Deputy 


Date: 1/20/2021

CITY OF SOUTH GATE

By: _____
Maria Davila
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Raul F. Salinas
City Attorney 

Date: 2/2/2021

ATTESTED:

By: _____
Carmen Avalos
City Clerk

Date: _____

FTIP#: LAF3124

CFP# F3124
AMENDMENT NO.5
MOU.P00F3124

AMENDMENT NO. 5
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 5 to Memorandum of Understanding (this "Amendment"), is dated as of November 7, 2019, by and between the City of South Gate ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, which was amended on October 30, 2014, October 30, 2015, December 12, 2016, and November 15, 2017 (as amended, the "Existing MOU"), which Existing MOU provides for the Firestone Boulevard Capacity Improvements, ("the Project"); and

B. Whereas, LACMTA Board on July 25, 2019, desires to extend the lapsing date of the Project to February 28, 2020; and

C. GRANTEE and LACMTA desire to amend the Existing MOU as provided herein.

FTIP#: LAF3124

CFP# F3124
AMENDMENT NO.5
MOU.P00F3124

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1 (iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

(iv) funds programmed for FY 2011-12 and FY 2012-13 are no longer available. Funds programmed for FY 2013-14 and FY 2014-15 are subject to lapse on February 28, 2020.

2. Part II, Paragraph 11 of Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

***11. COMMUNICATIONS:**

11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to

FTIP#: LAF3124

CFP# F3124
 AMENDMENT NO.5
 MOU.P00F3124

comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

3. Attachment C-1 – Scope of Work, attached to the Existing MOU is hereby amended by deleting the Project Milestone and replacing it with the following Revised Project Schedule.

MOU Milestones	Amendment 4 Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Procurement Process for CM/inspection Services	5/17/2017	9/12/2017	5/17/2017	9/12/2017
Bid and Contract Award	5/18/2017	11/18/2017	5/18/2017	11/18/2017
Construction	2/12/2018	2/28/2019	2/12/2018	10/31/2019
Project Closeout	N/A	N/A	11/4/2019	1/31/2020
Total Project Duration (Months)	21		32	

4. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

FTIP#: LAF3124

CFP# F3124
AMENDMENT NO.5
MOU.P00F3124

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: 
for Phillip A. Washington
Chief Executive Officer

Date: 8/6/2020

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Deputy


Date: 3/11/2020

CITY OF SOUTH GATE

By: 
Maria Davila
Mayor

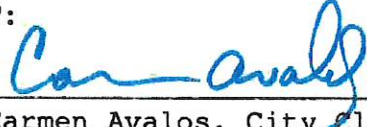
Date: 7-23-2020

APPROVED AS TO FORM:

By: 
Raul F. Salinas
City Attorney

Date: 07/22/2020

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

**AMENDMENT NO. 4
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 4 to Memorandum of Understanding (this "Amendment"), is dated as of November 15, 2017, by and between City of South Gate ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, which was amended on October 30, 2014, October 30, 2015, and December 12, 2016 (as amended, the "Existing MOU"), which Existing MOU provides for the Firestone Boulevard Capacity Improvements, ("the Project"); and

B. Whereas, LACMTA Board on July 27, 2017 approved scope change to reduce the project limits on Firestone Boulevard from Alameda Street to California Avenue, with total project cost reduced to \$11,045,489. LACMTA's Programmed Funds (the "Funds") is reduced to \$7,071,322 while GRANTEE's local match commitment is reduced to \$3,974,167; and

C. Whereas, LACMTA Board on January 26, 2018, desires to extend the lapsing date of the Project to February 28, 2019.

D. GRANTEE and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8 (iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"(iv) funds programmed for FY 2011-12 are no longer available. Funds programmed for FY 2012-13, FY 2013-14, and FY 2014-15 are subject to lapse on February 28, 2019."

2. Part II, Paragraph 8.2 of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the MOU. Even though GRANTEE is within its last 20-month lapse date extension, if the Project still does not meet the milestone due dates as agreed upon in the MOU, LACMTA will issue a notice of non-compliance to the GRANTEE, the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the MOU (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the MOU, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the MOU, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process."

3. Part II, Paragraph 8.3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"8.3 Intentionally omitted."

4. Attachment A of the Existing MOU is hereby replaced by Attachment A-1, attached.

5. Attachment C of the Existing MOU is hereby replaced by Attachment C-1, attached.

6. Attachment E of the Existing MOU is hereby replaced by Attachment E-1, attached.

FTIP#: LAF3124
PPNO: N/A

CFP# F3124
AMENDMENT NO. 4
MOU.P00F3124

7. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

FTIP#: LAF3124
PPNO: N/A

CFP# F3124
AMENDMENT NO. 4
MOU.P00F3124

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 4/10/18

CITY OF SOUTH GATE

By: _____
Maria Belen Bernal
Mayor

Date: _____

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas
City Attorney

Date: _____

ATTEST:

By: _____
Carmen Avalos
City Clerk

Date: _____

ATTACHMENT A-1 - PROJECT FUNDING

CFP#: F3124
 FTIP#: LAF3124

MOU.P00F3124
 PPNO: N/A

PROJECT TITLE: The Firestone Boulevard Regional Corridor Capacity Enhancement Project, City Project No. 476-TRF

GRANTEE/ PROJECT SPONSOR: CITY OF SOUTH GATE

(\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
							\$ -	
Proposition C 10%							\$ -	
Proposition C 25%	\$ 401,482	\$ 566,968	\$ 2,044,910	\$ 4,057,962			\$ 7,071,322	64.02%
Proposition C 40%							\$ -	
							\$ -	
LACMTA SUBTOTAL							\$ 7,071,322	64.02%
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type)								
(Write specific type of funding match)								
SELECT:								
Proposition C Local Return	\$ 225,638	\$ 318,643	\$ 508,359				\$ 1,052,640	9.53%
City's Development Impact Funds			\$ 640,905				\$ 640,905	5.80%
Measure M Local Return				\$ 1,347,938			\$ 1,347,938	12.20%
Senate Bill 1 - Complete Streets				\$ 932,684			\$ 932,684	8.44%
GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL							\$ 3,974,167	35.98%
TOTAL PROGRAMMED FUNDING	\$ 627,120	\$ 885,611	\$ 3,194,174	\$ 6,338,584	\$ -	\$ -	\$ 11,045,489	100.00%

7
14

ATTACHMENT C-1 SCOPE OF WORK

PROJECT TITLE:

The Firestone Boulevard Regional Corridor Capacity Enhancement Project, City Project No. 476-TRF, Metro Projects ID No. F3124

PROJECT LOCATION:

The project is located on Firestone Boulevard in the City of South Gate, California.

PROJECT LIMITS:

The project limit is located on Firestone Boulevard, between Alameda Street to California Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to increase capacity, reduce congestion and delay and increase pedestrian and motorist safety along Firestone Boulevard by adding a travel lane in each direction, modifying traffic signals, and constructing raised center medians.

PROJECT BACKGROUND:

The Project is 1.4-miles long. It spans from Firestone Boulevard between Alameda Street and California Avenue.

Memorandum of Understanding No. F3124 will be funded with Call-for-Project funds. The scope of work has been reduced to meet funding budget. The Metro Call-for-Project funds were reduced from \$9,423,792 to \$7,071,322 and the City corresponding local match commitment (35.98%) from \$5,296,283 to \$3,974,167. The revised total project cost of \$11,045,489 will result in a cost saving of \$2,352,470 in Call-for-Project funds.

PROJECT BUDGET:

	Component	Amount
1	Design Costs	\$1,500,000
2	Construction of Project Improvements	\$7,400,000
3	Construction Contingency	\$1,110,000
4	Construction Management & Inspection (CM&I)	\$750,000
5	Contingency (CM&I)	\$112,500
6	Staff Time and Misc. Supports	\$172,989
	TOTAL BUDGET	\$11,045,489

SCOPE:

The proposed project improvements include, but are not limited to, the following: adding a third lane in each direction, pavement rehabilitation, raised lighted landscaped roadway medians, street trees, irrigation system, traffic signal modifications, traffic signal synchronization, traffic signing and striping, concrete repairs, bus turn-outs, ADA improvements, bike racks, storm water quality mitigation measures, pedestrian lighting, bus shelter and parkway furniture enhancements, public art, and a signature gateway design at major intersections along Firestone Boulevard between Alameda Avenue and California Avenue. Gateway design includes public art pieces, pedestrian lighting, street furniture, and landscaping.

CONSTRUCTION:

Tasks to be performed by the City include, but are not limited to the following:

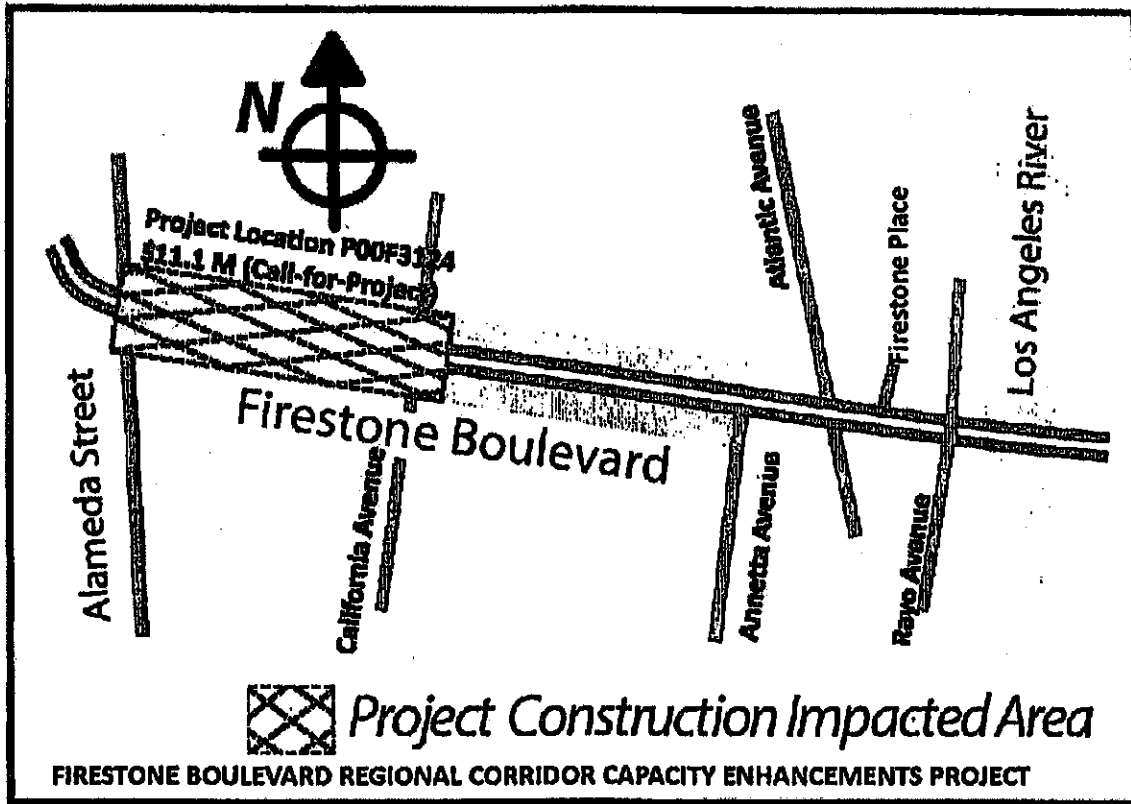
- A. Provide Project Management and Funding Administration
- B. Advertise, Bid and Award construction contract.
- C. Administer construction contract and provide construction oversight.
- D. Procure the services of a Construction Management/Inspection team along with other related professional services as needed for the project.
- E. Coordinate work with utility agencies.
- F. Conduct project meeting as deemed necessary.

MILESTONES: The implementation schedule for this project will be as follows.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
Solicitation (Bids)		
Procurement Process for CM/Inspection Services	May 17, 2017	September 12, 2017
Bid and Contract Award	May 18, 2017	November 28, 2017
Construction	February 12, 2018	February 28, 2019

PROJECT MAP



**Los Angeles Metropolitan Transportation Authority
2019 Federal Transportation Improvement Program (\$000)**

TIP ID: LAF3124		Implementing Agency: South Gate, City of											
Project Description: Firestone Boulevard Corridor Capacity Enhancement - Increase the number of lanes from 4 to 6 on Firestone Blvd within the ROW, raised landscaped medians, sidewalks, bus shelters & pullouts, c&g, street lighting, & utility relocation.							SCAG RTP Project #: LAF3124 Study NIA /s Model: VBS Model #: PM: Kenneth Tang - (323) 663-9574 Email: ktang@scagato.org LS: N /LS GROUP#: Conformity Category: NON-EXEMPT						
System	Local Hwy	Route	Postm to	Distance	Phase	Contract	Project Award	Completion Date: 05/30/2019					
Lane #	Extd.	Lane #	Prop	6	Impvy Desc:	Widen number of lanes from 4 to 6 on Firestone Blvd within the ROW	Av Basin:	SCAB	Envr Doc:	ENVIRONMENTAL IMPACT REPORT - CEQA - C			
Toll Rate:		Toll Code	Loc#		Toll Method:	How acs eg loc:	Uza:	Los Angeles-Long Beach-Santa Ana	Sub-Area:		Sub-Region:	Gateway Cities	
							CTIPS ID:		EA #:		A/R#:	PPNO:	
Program Code: CAX63 - HIGHWAY/ROAD IMP - LANE ADD'S (NO HOV LANES) RS Stop Loc: 0													
					PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND PROG TOTAL
					PE								
					RW								
					CON								
					SUBTOTAL								
CITY - City Funds					PE	\$667	\$0						\$667
					RW	\$0	\$0						\$0
					CON	\$1,708	\$1,708						\$3,417
					SUBTOTAL	\$2,265	\$1,708						\$3,074
NR20H - Measure R 20% Highway					PE	\$0	\$0						\$0
					RW	\$0	\$0						\$0
					CON	\$6,000	\$6,000						\$6,000
					SUBTOTAL	\$6,000	\$6,000						\$6,000
FC21 - Los Angeles County Proposition "G21"					PE	\$849	\$0						\$849
					RW	\$0	\$0						\$0
					CON	\$3,165	\$3,057						\$6,222
					SUBTOTAL	\$4,014	\$3,057						\$7,071
TOTAL						\$12,779	\$4,768						\$17,045
TOTAL PE:						\$1,406	\$0						\$15,639
TOTAL RW:						\$0	\$0						\$0
TOTAL CON:						\$11,273	\$4,768						\$11,273

- General Comment: Project will be awarded in November 2017. Construction will start in January 2018
- Modeling Comment: no significant change made
- TQM Comment: no sign/cart change made
- Narrative:
 - Total project cost increased from \$16,888 to \$17,045
 - Project cost increased by \$277 and by 1.26%
 - Programming amount in the active FTIP years increased by \$4,705 and by 476,900.00%
- Change Project Description
 - from "Please see new project description in the project description column in this report"
 - Changed Project Completion Date:
 - from "8/30/2018" to "03/30/2019"
 - Change Current Implementation Status:
 - from "Environmental Document/Pre Design Phase (PAED)" to "Contract/Project Award"
- Increase Funding
 - CITY:
 - Delete funds in 18/18 in CON for \$100
 - CITY:
 - Delete funds in 18/17 in CON for \$382
 - CITY:
 - Add funds in 17/18 in CON for \$1,708
 - CITY:
 - Add funds in 18/19 in CON for \$1,709
 - FC25:
 - Delete funds in 18/18 in CON for \$2,045
 - FC25:
 - Delete funds in 18/17 in CON for \$6,435
 - FC25:
 - Add funds in 17/18 in ENO for \$-120, CON for \$3,165
 - FC25:
 - Add funds in 18/19 in CON for \$3,057
 - MR20H:
 - Delete funds in 18/17 in CON for \$6,000
 - MR20H:
 - Add funds in 17/18 in CON for \$6,000

Last Revised/Adoption 19-00 - SCAG PENDING	Change reason: Carry Over, SCHEDULE DELAY	Total Cost	\$17,045
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FTIP#: LAF3124
PPNO: N/A

Contract No. 2796
CFP#F3124
AMENDMENT NO. 3
MOU.P00F3124

AMENDMENT NO. 3
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to Memorandum of Understanding (this "Amendment"), is dated as of December 12, 2016, by and between the City of South Gate ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, which was amended on October 30, 2014, and October 30, 2015 (as amended, the "Existing MOU"), which Existing MOU provides for the Firestone Boulevard Capacity Improvement Project, ("the Project"); and

B. Whereas, LACMTA Board on August 25, 2016, desires to extend the lapsing date of the Project to June 30, 2017; and

C. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8 of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"8. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in the Funding Agreement; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY 2011-12, FY 2012-13, and FY 2013-14 and FY 2014-15 are subject to lapse on June 30, 2017.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the MOU. If the Project does not meet the milestone due dates as agreed upon in the MOU, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the MOU (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the

MOU, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the MOU, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the MOU.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If the GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

2. Part I, paragraph 11, is hereby amended by deleting it in its entirety and replacing it with the following:
"11. LACMTA understands Grantee is unable to complete the Project as originally scheduled and needs additional time to complete the Project beyond the current lapse date. LACMTA is willing to allow Grantee one (1) year to demonstrate that it has taken affirmative steps toward completing the Project within a reasonable timeframe. Therefore, Grantee shall complete the following activities ("New Milestone") by the June 30, 2017 lapse date: construction bid and award. If Grantee fails to complete the New Milestone by the applicable lapse date, LACMTA may determine that there is not sufficient progress being made and then LACMTA may consider the Project Lapsed and submit to the LACMTA Board for deobligations.

3. Part I, Paragraph 8 of Existing MOU is hereby amended to change LACMTA's project manager to Fulgene Asuncion, mail stop 99-22-4.

4. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: Phillip A. Washington
for Phillip A. Washington
Chief Executive Officer

Date: 3/6/17

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: [Signature]
Deputy

Date: 12/29/16

CITY OF SOUTH GATE

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

Date: 02/06/2017

APPROVED AS TO FORM:

By: [Signature]
Raul F. Salinas
City Attorney

ATTEST:

[Signature]
Carmen Avalos, City Clerk

FTIP#: LAF3124

PPNO: N/A

COPY

CFP#F3124
AMENDMENT NO. 2
MOU.P00F3124

**AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOUTH GATE
AND**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to Memorandum of Understanding (this "Amendment"), is dated as of October 30, 2015, by and between the City of South Gate ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, which was amended on October 30, 2014 (as amended, the "Existing MOU"), which Existing MOU provides for the Firestone Boulevard Capacity Improvement Project ("the Project"); and
- B. Whereas, LACMTA Board on June 25, 2015, desires to extend the lapsing date of Funds programmed for Fiscal Year (FY) 2011-12 and FY 2012-13 to June 30, 2016; and
- C. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1(iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for FY 2011-12, FY 2012-13, and FY 2013-14 are subject to lapse on June 30, 2016. Funds programmed for FY 2014-15 are subject to lapse on June 30, 2017. Grantee shall expend these Funds by the lapsing date."

2. Part I, paragraph 11, is hereby added to the Existing MOU as follows: "11. LACMTA understands Grantee is unable to complete the Project as originally scheduled and needs additional time to complete the Project beyond the current lapse date. LACMTA is willing to allow Grantee 1 year to demonstrate that it has taken affirmative steps toward completing the Project within a reasonable timeframe. Therefore, Grantee shall complete the following activities ("New Milestone") by the June 30, 2016 lapse date: final design. If Grantee fails to complete the New Milestone by the applicable lapse date, LACMTA may determine that there is not sufficient progress being made and then LACMTA may determine Grantee is in default hereunder and LACMTA shall have all rights to terminate this Agreement for default as described in Part II, Section 9."

3. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

FTIP#: LAF3124

CFP#F3124
AMENDMENT NO. 2
MOU.P00F3124

PPNO: N/A

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By: _____
Deputy

Date: 10/24/15

CITY OF SOUTH GATE

By: _____
Jorge Morales
Mayor

Date: 11/23/15

ATTEST:

By: _____
Carmen Avalos
City Clerk

Date: 12/1/15

APPROVED AS TO FORM:

By: _____
Raul F. Salinas
City Attorney

Date: 11/16/15

FTIP#: LAF3124

PPNO: N/A

Contract No. 2796
CFP#F3124
AMENDMENT NO. 1
MOU.P00F3124

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Memorandum of Understanding (this "Amendment"), is dated as of October 30, 2014, by and between the City of South Gate ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, (the "Existing MOU"), which Existing MOU provides for Firestone Boulevard Capacity Improvement Project, ("the Project"); and
- B. Whereas, LACMTA Board on June 26, 2014, desires to extend the lapsing date of Funds programmed for Fiscal Year (FY) 2011-12 to June 30, 2015; and
- C. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1(iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for FY 2011-12 and 2012-13 are subject to lapse on June 30, 2015. Funds programmed for FY 2013-14 are subject to lapse on June 30, 2016. Funds programmed for FY 2014-15 are subject to lapse on June 30, 2017. Grantee shall expend these Funds by the lapsing date."

2. Part II, Paragraph 11 of Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"11. COMMUNICATIONS:

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

11.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply

FTIP#: LAF3124

PPNO: N/A

CFP#F3124
AMENDMENT NO. 1
MOU.P00F3124

with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.”

3. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

FTIP#: LAF3124

PPNO: N/A

Contract No. 2796

CFP#F3124

AMENDMENT NO. 1

MOU.P00F3124

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Arthur T. Leahy
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: _____
Deputy

Date: 10/31/14

CITY OF SOUTH GATE

By: Henry C. Gonzalez
Henry C. Gonzalez
Mayor

Date: 12-16-14

ATTEST:

By: _____
Carmen Avalos
City Clerk

Date: 12-17-14

APPROVED AS TO FORM:

By: _____
Raul F. Salinas
City Attorney

Date: 12/16/14

FTIP#: LAF3124
PPNO. N/A

CFP#F3124
MOU.P00F3124

**CALL FOR PROJECTS
PROPOSITION C
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is dated for reference purposes only November 23, 2011, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of South Gate ("Grantee") for Firestone Boulevard Capacity Improvement Project - LACMTA Call for Projects ID# F3124 and FTIP# LAF3124 (the "Project").

WHEREAS, as part of the 2009 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2009, authorized a grant to Grantee, subject to the terms and conditions contained in this MOU.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this MOU consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the MOU
2. Part II - General Terms of the MOU
3. Attachment A - Project Funding
4. Attachment B - intentionally omitted
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Quarterly Progress/Expenditure Report
8. Attachment E - Federal Transportation Improvement Program (FTIP) Sheet
9. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the MOU and any attachments and the Specific Terms of the MOU shall prevail over the General Terms of the MOU.

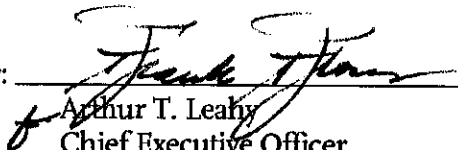
FTIP#: LAF3124
PPNO: N/A

CFP# F3124
MOU.P00F3124

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

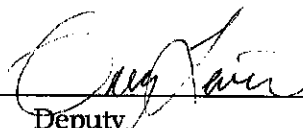
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 04/04/12
Arthur T. Leahy
Chief Executive Officer

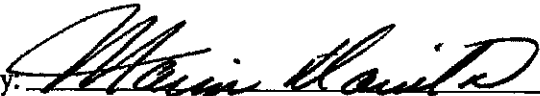
APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

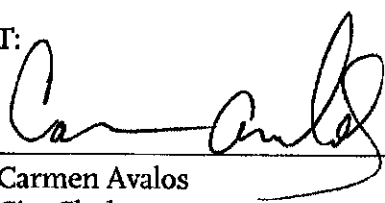
By:  Date: 12/6/2011
Deputy

GRANTEE:

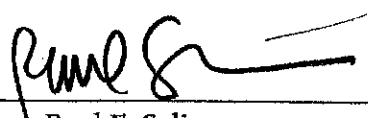
The City of South Gate

By:  Date: 03/22/2012
Maria Davila
Mayor

ATTEST:

By:  Date: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

By:  Date: 3/20/12
Raul F. Salinas
City Attorney

PART I
SPECIFIC TERMS OF THE MOU

1. Title of the Project (the "Project"): Firestone Boulevard Capacity Improvement Project. LACMTA Call for Projects ID# F3124, FTIP # LAF3124.
2. To the extent the Funds are available, LACMTA shall make to Grantee a one-time grant of the Proposition C 25% funds in the amount of \$9,423,792 (the "Funds") for the Project. LACMTA Board of Directors' action of September 24, 2009, granted the Funds to Grantee for the Project. The Funds are programmed over four years, Fiscal Years (FY) 2011-12, 2012-13, 2013-14, and 2014-15. LACMTA Board of Directors' action approved Funds for FY 2011-12 only in the amount of \$401,482. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to Grantee.
3. This one time grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. Grantee Funding Commitment must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Grantee Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Grantee shall complete the Project as described in the "Scope of Work." The Scope of Work for the Project is attached to this MOU as **Attachment C**. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this MOU for default as described in Part II, Section 9. **Any changes in the Scope of Work must be made by amendment.**
6. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment E** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through the LACMTA Call For Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and

adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

7. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this MOU, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this MOU, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, Project Funding, Financial Plan, the Scope of Work, including schedule, or the lapse date of the Funds.

8. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Ryan Greenway, MS 99-22-3
Greenwayr@metro.net

9. Grantee's Address:

City of South Gate
8650 California Avenue
South Gate, CA 90280
Hany Henein, Senior Civil Engineer
hhenein@sogate.org

10. MAINTENANCE OF EFFORT -- MOE

On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, Grantee must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

PART II
GENERAL TERMS OF THE MOU

1. **TERM:**

1.1 The term of this MOU shall commence on the date this MOU is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the MOU is executed shall be reimbursed in accordance with the terms and conditions of this MOU unless otherwise agreed to by the parties in writing.

1.2 Should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this MOU by giving written notice to Grantee at least thirty (30) days in advance of the effective date of such termination. If this MOU is terminated pursuant to this section, LACMTA will not reimburse Grantee any costs incurred after the termination date, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be consistent with the established funding percentages outlined in the MOU.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this MOU, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Sections 5.1 of this MOU, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
Re: LACMTA Project ID# F3124 and MOU# MOU.P00F3124
Ryan Greenway, MS 99-22-3

3. **USE OF FUNDS:**

3.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this MOU, can only be used towards the completion of the Scope of Work originally adopted by the LACMTA Board of Directors and detailed in Attachment C.

3.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the MOU approved and signed by the LACMTA Chief Executive Officer or his designee.

3.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If Grantee desires to use the Funds to purchase/lease equipment (i.e., vehicles, computers, etc.) necessary to perform or provide the services disclosed in the Scope of Work, Grantee must obtain LACMTA's written consent prior to purchasing/leasing specific equipment. Equipment purchased/leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee will be required to repay the Funds in proportion to the useful life remaining in accordance with the Guidelines and in an equal proportion of the grant to Grantee Funding Commitment ratio.

4. **DISBURSEMENT OF FUNDS:** Disbursements shall be based on a reimbursement basis in accordance with the Quarterly Progress/Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report. Grantee Funding Commitment must be spent in direct proportion to the Funds with each quarter's payment.

5. **REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:**

5.1 Grantee shall submit the Quarterly Progress/Expenditure Report (Attachment D1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during

a particular quarter, Grantee will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

5.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the MOU period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this MOU and the Guidelines. Grantee's expenditures submitted to LACMTA for this project shall be in compliance with Federal Acquisition Regulations, Subpart 31 (FAR). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

5.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 5.2 and 5.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

5.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this MOU.

5.7 In addition to LACMTA's other remedies as provided in this MOU, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this MOU and the Guidelines, including the access to records provisions of Part II, Section 5.

5.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, this MOU shall be void and have no further force and effect, and LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 Grantee shall be responsible for any and all cost overruns for the Project.

7.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this MOU subject to the terms and conditions contained herein and in the Guidelines. Any Funds expended by Grantee prior to the execution of this MOU (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

7.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this MOU shall be amended to reflect such additional funding. If, at the time of final voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this MOU as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

8. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this MOU within ninety (90) days of receiving formal transmittal of the MOU from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this MOU. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date. Funds programmed by LACMTA for Project development or right-of-way costs must be expended by the end of the second fiscal year following the year the Funds were first programmed; and
- (iii) submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 5.1 of this MOU; and
- (iv) expending the Funds granted under this MOU for allowable costs within 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this MOU. All Funds programmed for FY 2011-12 are subject to lapse by June 30, 2014. All Funds programmed for FY 2012-13 are subject to lapse by June 30, 2015. All Funds programmed for FY 2013-14 are subject to lapse by June 30, 2016. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2017.

If Grantee fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the LACMTA Board of Directors for deobligation. **Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.**

8.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 8.1 of this MOU, the Project will be reevaluated by LACMTA as part of its annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If

Grantee does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are reprogrammed, this MOU shall automatically terminate.

9. **DEFAULT:** A Default under this MOU is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein or in the Guidelines; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this MOU; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this MOU unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. **COMMUNICATIONS:**

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Grantee shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" or alternative acceptable minimum language; and (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo.

11.2 If Grantee produces any Communication Materials that do not contain the information set forth in Section 11.1 above, Grantee must provide an opportunity for prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Grantee does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Grantee may proceed with producing the Communications Materials as proposed.

11.3 For purposes of this MOU, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

11.4 For signage on Project structures, facilities, vehicles and construction sites, Grantee shall use the phrase, "Funded in part by [Metro logo]" or "Your tax dollars at work [Metro logo]" or **alternative acceptable language**. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

11.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

11.6 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

11.7 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 11.

12. OTHER TERMS AND CONDITIONS:

12.1 This MOU, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this MOU as though fully set forth herein.

12.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this MOU. Equipment acquired as part of the Project, including office equipment, transit vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

12.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this MOU, to protect or

establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

12.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this MOU. Grantee shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) misuse of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this MOU; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this MOU.

12.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.

12.6 Grantee shall comply with and insure that work performed under this MOU is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.7 Grantee agrees that the applicable requirements of this MOU and the Guidelines shall be included in every contract entered into by Grantee or its contractors relating to work performed under this MOU and LACMTA shall have the right to review and audit such contracts.

12.8 Grantee shall not assign this MOU, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

12.9 This MOU shall be governed by California law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.10 The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

12.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment F-1. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

12.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

12.14 Grantee will advise LACMTA prior to any key Project staffing changes.

12.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

12.16 Grantee in the performance of the work described in this MOU is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT C

SCOPE OF WORK

Project Description

The Firestone Boulevard Capacity Improvements (CFP#3124)

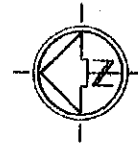
This 2.5-mile major arterial project, located in the City of South Gate, would increase the number of lanes from four to six on Firestone Boulevard from Alameda Street to Annetta Avenue. Landscaped medians with drought resistant plants, sidewalks, bus shelters and bus turnouts will be constructed in segments where the improvements would offer the highest safety and quality of life enhancement. Signals would be synchronized between Alameda Street and Annetta Avenue to reduce traffic congestion and improve bus speeds. Curb and gutter, street lighting, drainage, and utility relocation will also be required to complete the project.

No additional right-of-way will be required for this project.

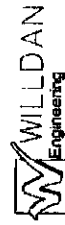
The funds programmed for this project will be used for design, construction, program management, environmental services, and related services necessary to implement and complete the project.

Project Schedule and Milestones

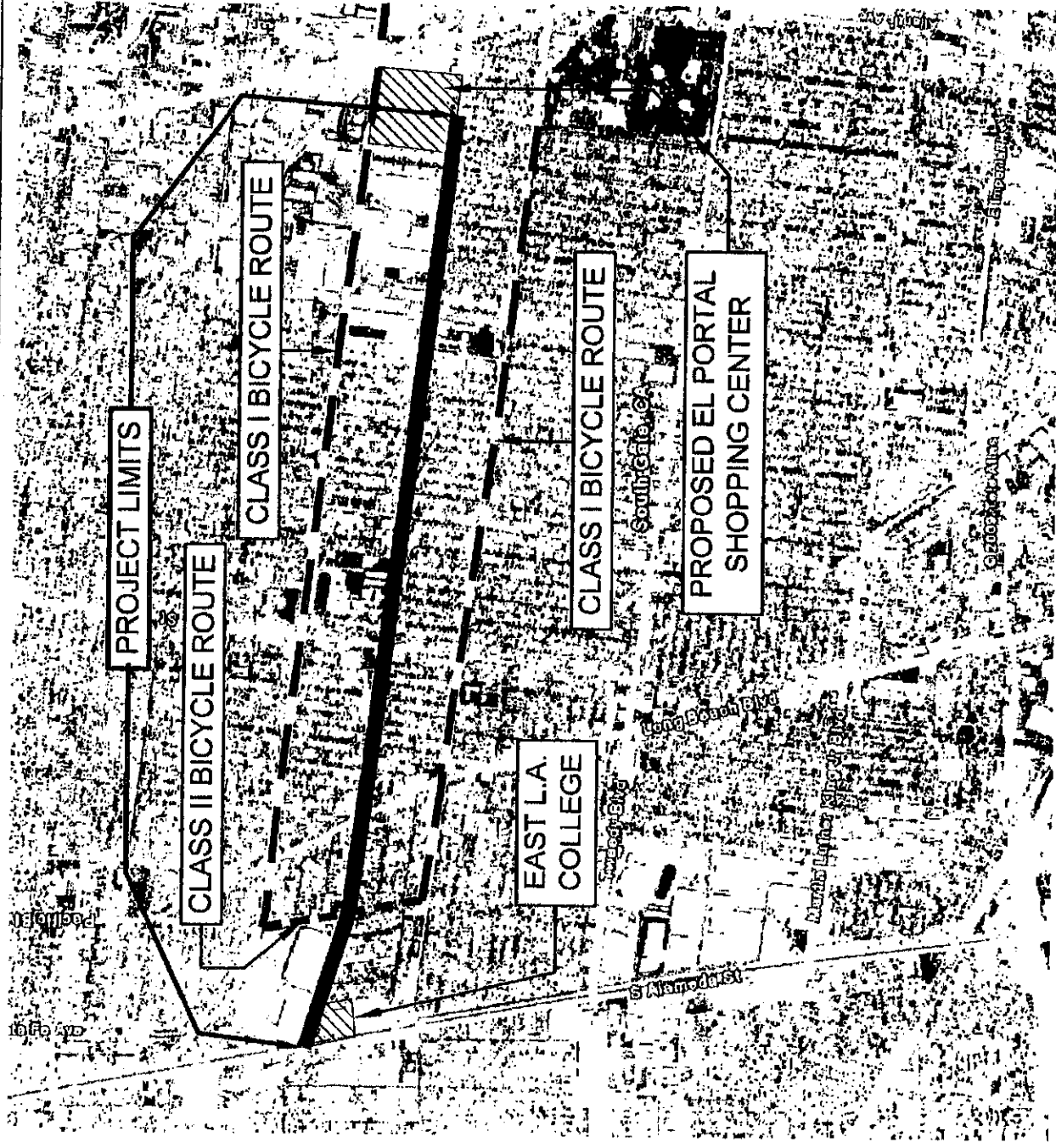
Milestones	Start	Complete
Environmental Phase	January 2012	December 2012
Plans, Specifications, and Estimates	January 2013	June 2014
Advertisement and Bidding	July 2014	August 2014
Construction	September 2014	June 2015

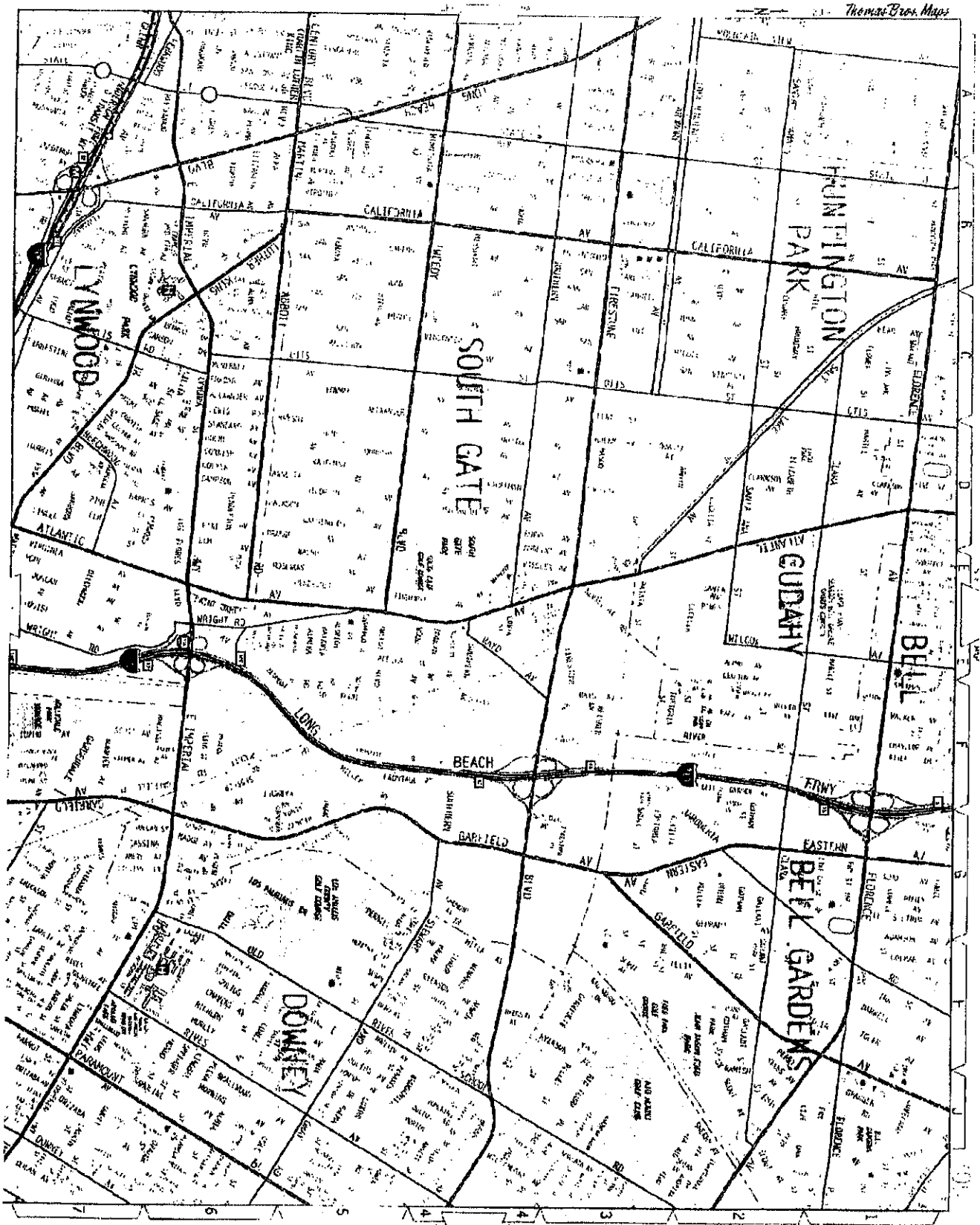


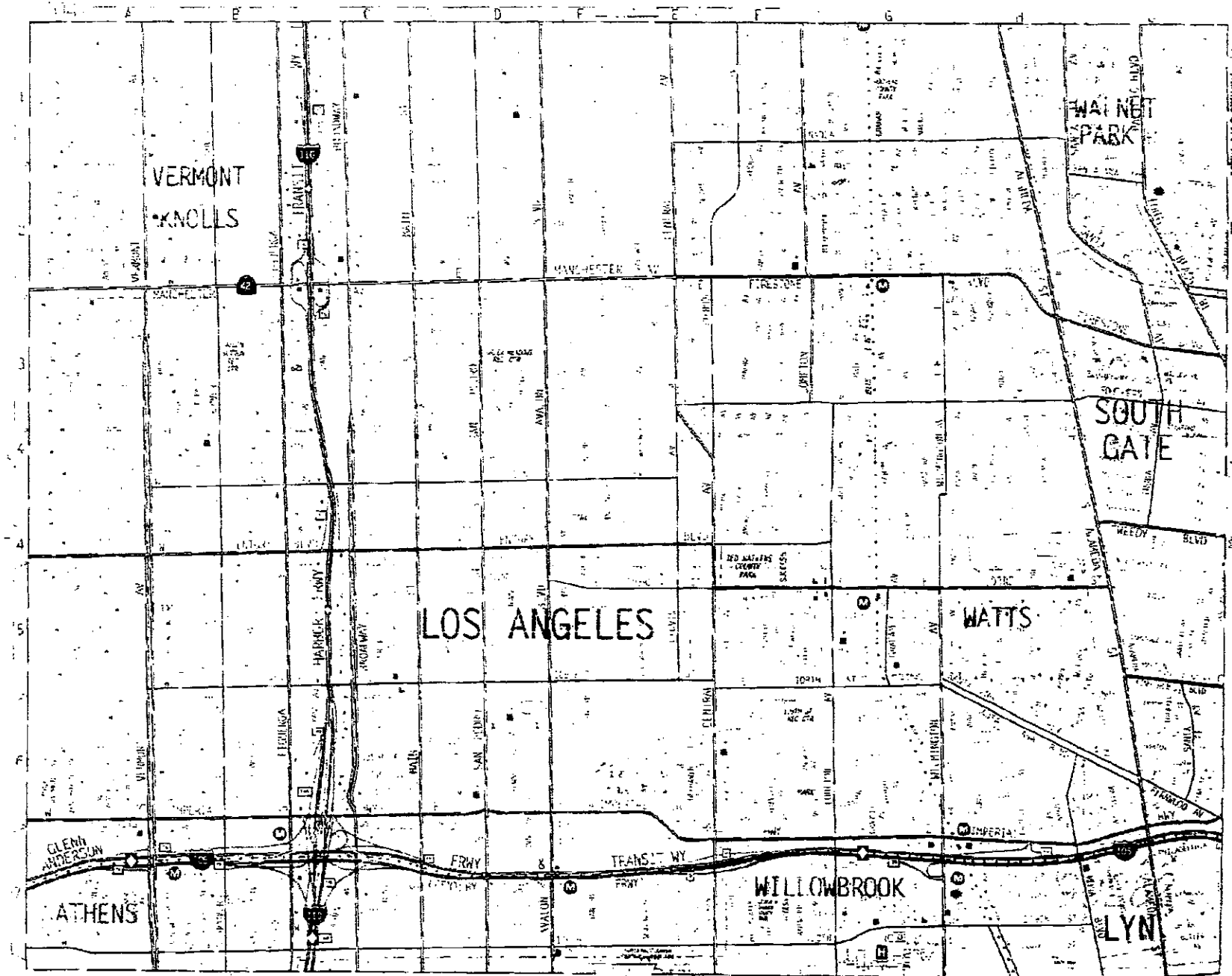
NO SCALE



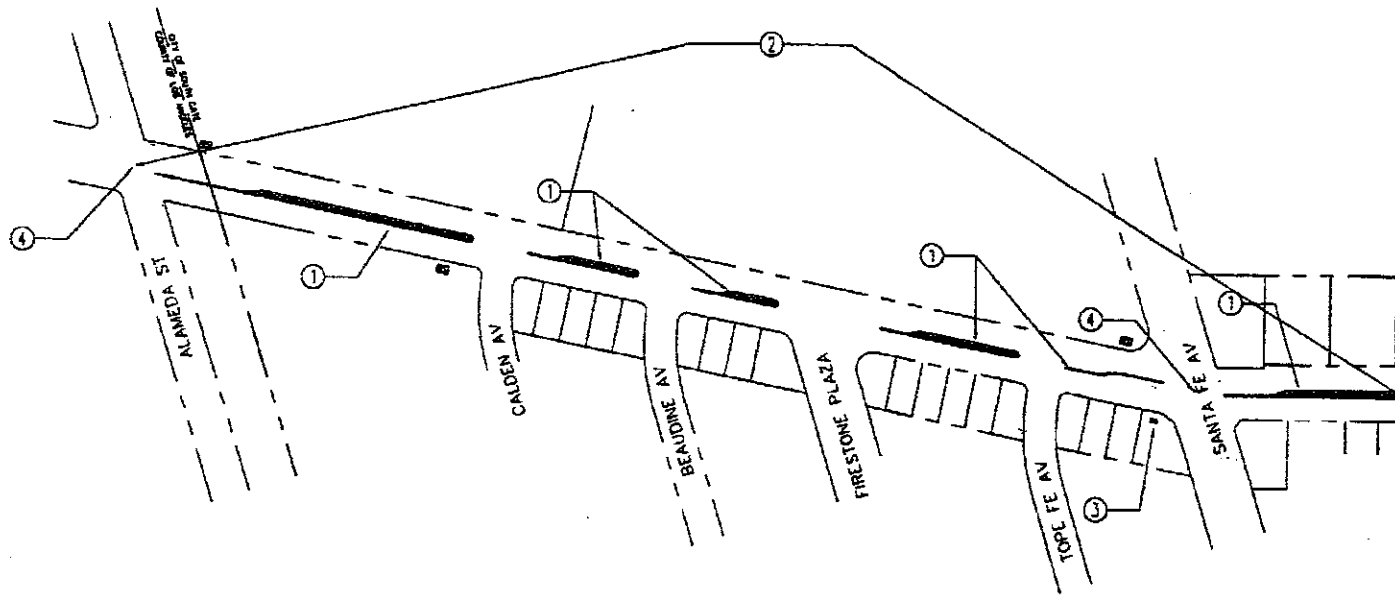
PROJECT LIMITS
FIRESTONE BOULEVARD
FROM ALAMEDA STREET TO ANNETTA AVENUE







FIRESTONE BOULEVARD STREET WIDENING - PSRE



- ① NEW RAISED LANDSCAPED MEDIAN
- ② RESTRIPE FROM 4 TO 6 LANES
- ③ NEW BUS SHELTER
- ④ INTERSECTION SYNCHRONIZATION

W

WILLDAN
Engineering

13191 CROSSROADS PARKWAY NORTH
SUITE 405 INDUSTRY, CA 91748-3497
(562) 908-6200 FAX (562) 885-2120

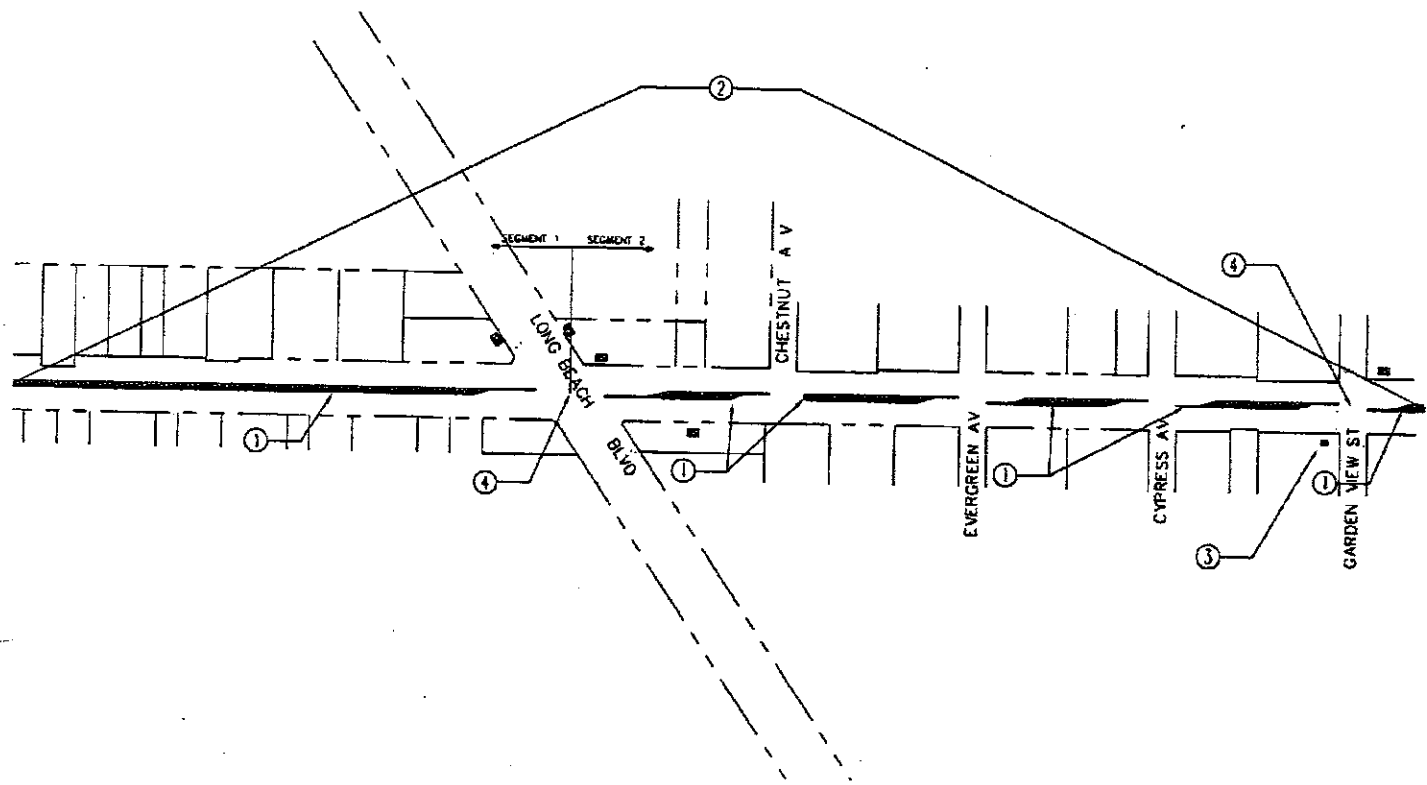
Segment 1: from Alameda St. to
Long Beach Blvd.

Apr. 20, 2009 Sheet 1 of 7

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48

FIRESTONE BOULEVARD STREET WIDENING – PSRE



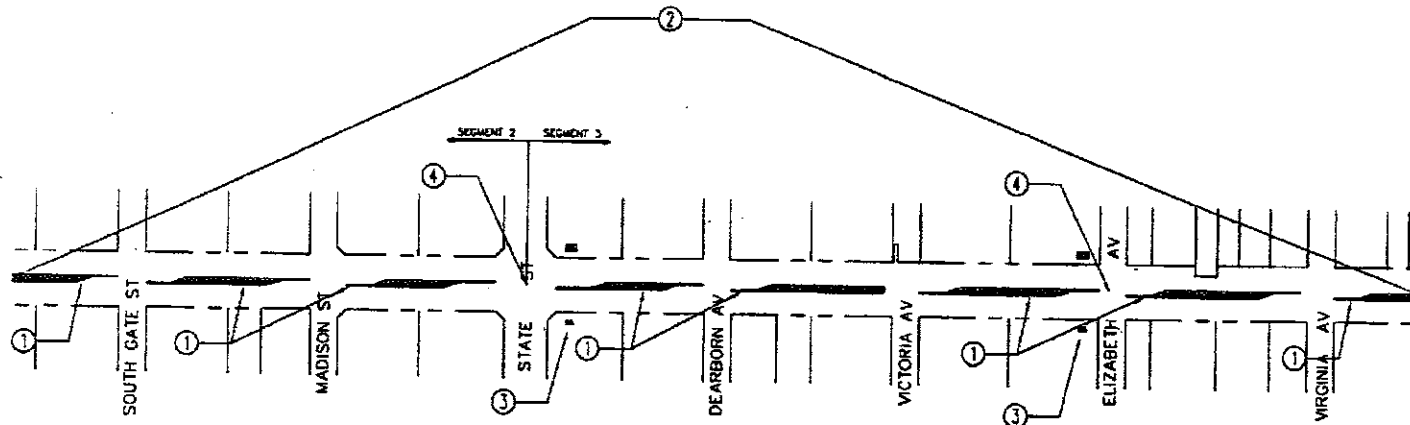
- ① NEW RAISED LANDSCAPED MEDIAN
- ② RESTRIPE FROM 4 TO 6 LANES
- ③ NEW BUS SHELTER
- ④ INTERSECTION SYNCHRONIZATION

WILLDAN | Engineering
 13191 CROSSROADS PARKWAY NORTH
 SUITE 405 INDUSTRY, CA 91746-3497
 (562) 908-6200 FAX (562) 688-2120

Segments 1 & 2: from Long Beach Blvd. to Gardenview St.
 Apr. 20, 2009 Sheet 2 of 7

49

FIRESTONE BOULEVARD STREET WIDENING - PSRE



- ① NEW RAISED LANDSCAPED MEDIAN
- ② RESTRIPE FROM 4 TO 6 LANES
- ③ NEW BUS SHELTER
- ④ INTERSECTION SYNCHRONIZATION

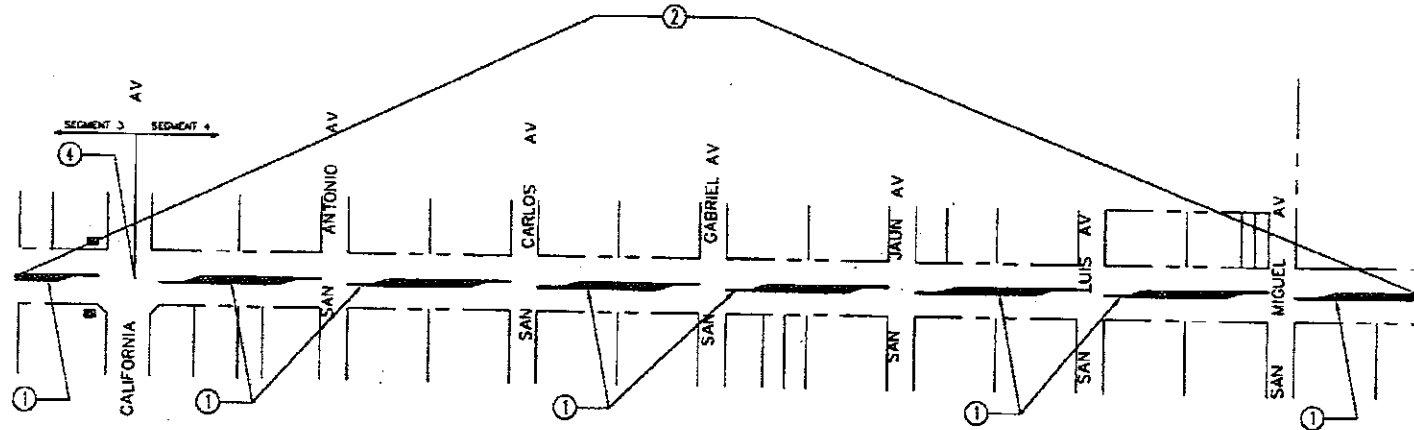
WILLDAN
Engineering
13191 CROSSROADS PARKWAY NORTH
SUITE 405 INDUSTRY, CA 91746-3487
(562) 508-6200 FAX (562) 695-2120

Segments 2 & 3: from South Gate St. to Virginia Ave.

Apr. 20. 2009

Sheet 3 of 7

FIRESTONE BOULEVARD STREET WIDENING - PSRE



- ① NEW RAISED LANDSCAPED MEDIAN
- ② RESTRIPE FROM 4 TO 6 LANES
- ③ NEW BUS SHELTER
- ④ INTERSECTION SYNCHRONIZATION

WILLDAN
Engineering

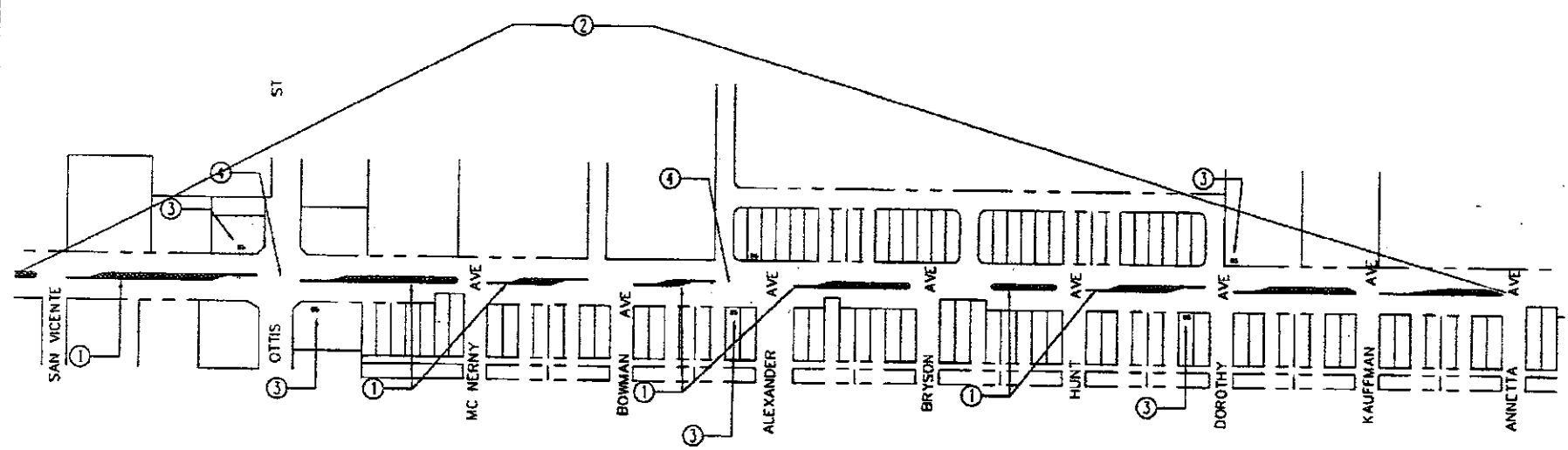
13191 CROSSROADS PARKWAY NORTH
SUITE 405 INDUSTRY, CA 91746-3497
(562) 908-6200 FAX (562) 695-2120

Segments 3 & 4: from California Ave. to San Miguel Ave.

Apr. 20, 2009

Sheet 4 of 7

FIRESTONE BOULEVARD STREET WIDENING – PSRE



- ① NEW RAISED LANDSCAPED MEDIAN
- ② RESTRIPE FROM 4 TO 6 LANES
- ③ NEW BUS SHELTER
- ④ INTERSECTION SYNCHRONIZATION

WILLDAN
Engineering

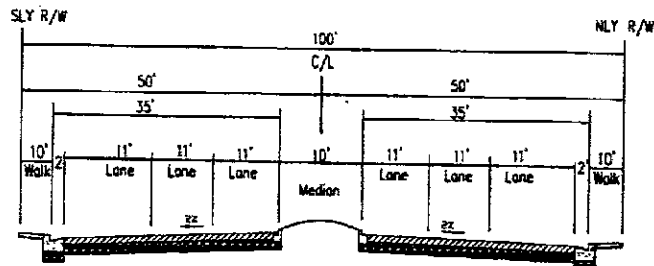
13191 CROSSROADS PARKWAY NORTH
SUITE 405 INDUSTRY, CA 91746-3497
(562) 908-6200 FAX (562) 695-2120

Segment 4: from San Vicente Ave.
to Dorothy Ave.

Apr. 20, 2009 Sheet 5 of 7

Q:\n17504 Su Call for Proj\Firestone Drawings\Firestone.dwg, 4/21/2009 3:31:12 PM, Wld-ps1\IND-XWCP35E

52



FIRESTONE BLVD (100' R/W)
 PREFERRED ALTERNATIVE
 WHERE RESTRIPTED TO 6 LANES

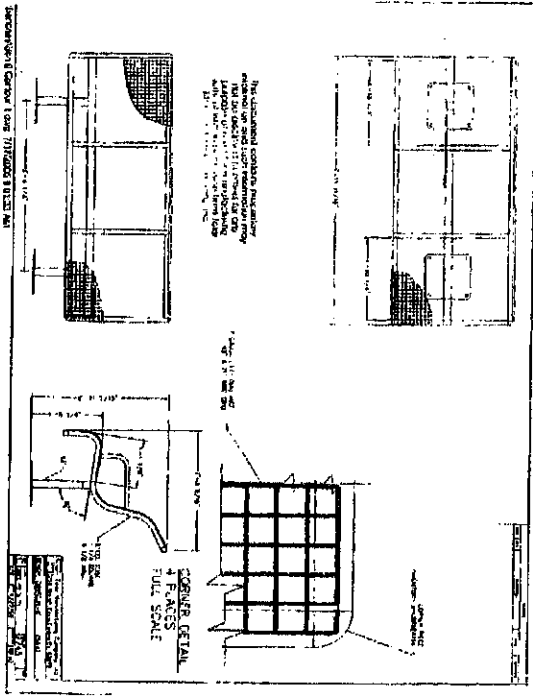
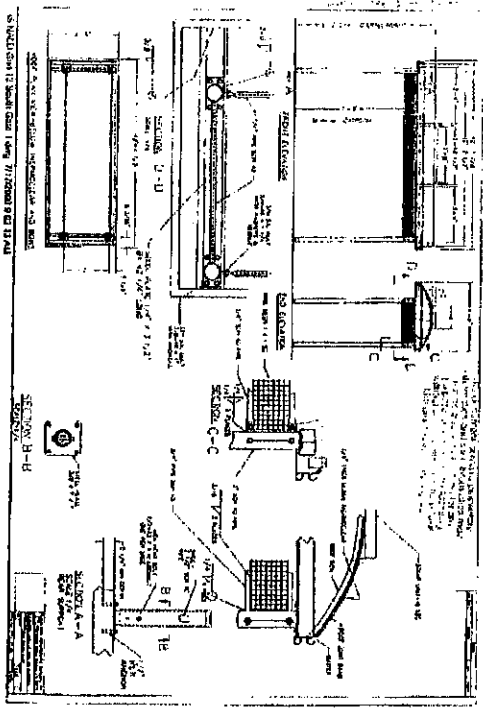
WILLDAN
 Engineering
 13191 CROSSROADS PARKWAY NORTH
 SUITE 405 INDUSTRY, CA 91746-3497
 (562) 906-6200 FAX (562) 895-2120

Typical Cross-Sections

Apr. 20, 2009

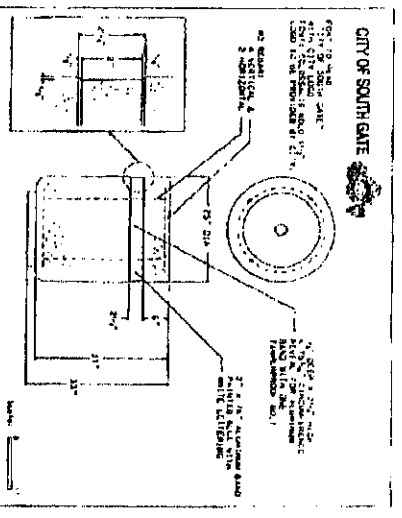
Sheet 6 of 7

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Manufactured outside. Insulation
 minimum of 2" and must be installed only
 after the structure is erected. See
 details for details of installation.
 All work to be done in accordance with
 the City of South Gate specifications.

Sheet No. 05 call for Project Name: Firestone Street Widening - 4/21/2009 2:46:22 PM User: PAVLINO MWCPSE



CITY OF SOUTH GATE

REVISIONS:

1. Initial design.
2. Final design.
3. Final design.
4. Final design.
5. Final design.
6. Final design.
7. Final design.
8. Final design.
9. Final design.
10. Final design.

APPROVED BY: [Signature] DATE: 2-15-13

PROJECT: CITY ENGINEER

DATE: 2-15-13

243

**FIRESTONE BOULEVARD
 STREET WIDENING - PSRE**

WILLDAN
 Engineering
 13191 CROSSROADS PARKWAY NORTH
 SUITE 403 INDUSTRIAL CA 91746-3497
 (562) 908-6200 FAX (562) 869-2100

Bus Shelter and Trash Receptacle
 Details
 Apr. 20, 2009
 Sheet 7 of 7

MOU ATTACHMENT D
REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<u>Quarter</u>	<u>Report Due Date</u>
July -September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- Local Participation: Where local participation consists of "in-kind" contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- **Excessive Cost:** Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- **In-eligible Expenditures:** Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

**LACMTA MOU ATTACHMENT D1
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete
Invoice #
Invoice Date
MOU#
Quarterly Report #

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
P.O. Box #512296, Los Angeles, CA 90051-0296 after the close
 of each quarter, but no later than **November 30, February 28,**
May 31 and August 31. Please note that letters or other forms
 of documentation may not be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1 QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

MOU #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2004-2005 2005-2006 2006-2007
 2007-2008 2008-2009 2009-2010

Quarter : Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

- Freeway RSTI Signal Synchronization
 TDM Bikeway Pedestrian
 Transit TEA

LACMTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the MOU, with start and end dates. Calculate the total project duration. DO NOT CHANGE THE ORIGINAL MOU MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.

Grantees must make every effort to accurately portray milestone dates in the original MOU Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original MOU Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your MOU. PER YOUR MOU AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

MOU Milestones	Original MOU Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original MOU schedule
 Less than 12 months behind original schedule
 Between 12-24 months behind original schedule
 More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the MOU?

- Yes
 No
 Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4 ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the MOU Attachment C, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

 Signature

 Date

 Name

 Title

**Los Angeles Metropolitan Transportation Authority
2013 Federal Transportation Improvement Program (\$000)**

TP ID LAF3124		Implementing Agency South Gate, City of									
Project Description: Firestone Boulevard Capacity Improvements. Increase the number of lanes from 4 to 6 on Firestone Blvd within the ROW, raised LS medians, sidewalks, bus shelters & pullouts, c&g, street lighting, & utility relocation.						SCAG RTP Project #: 1AL04 Is Model: YES Model #: PM: Hany Henein - (323) 563-0581 Email: hhenein@sogate.org LS: N LS GROUP#: Conformity Category: NON-EXEMPT Completion Date 01/30/2017					
System :Local Hwy		Route :	Postmile:	Distance:	Phase: No Project Activity						
Lane # Extd: 4	Lane # Prop: 6	Imprv Desc: Widen number of lanes from 4 to 6 on Firestone Blvd within the ROW			Air Basin: SCAB	Envir Doc: DRAFT NEGATIVE DECLARATION - 03/31/2012					
Toll Rate: (N)	Toll Cole Loc:0	Toll Method:	Hov acs eg loc: 0		Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area:	Sub-Region:				
Program Code: CAX63 - HIGHWAY/ROAD IMP - LANE ADD'S (NO HOV LANES): RS					CTIPS ID:	EA#:	PPNO:				
		PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
CITY - City Funds		PE	\$0	\$0	\$0	\$0					\$0
		RW	\$0	\$0	\$0	\$0					\$0
		CON	\$226	\$319	\$1,149	\$3,603					\$5,297
		SUBTOTAL	\$226	\$319	\$1,149	\$3,603					\$5,297
PC25 - Los Angeles County Proposition "C25"		PE	\$0	\$0	\$0	\$0					\$0
		RW	\$0	\$0	\$0	\$0					\$0
		CON	\$402	\$567	\$2,045	\$6,410					\$9,424
		SUBTOTAL	\$402	\$567	\$2,045	\$6,410					\$9,424
TOTAL PE: \$0			TOTAL RW: \$0			TOTAL CON: \$14,721					
- General Comment: Prior Project Manager has retired. Hany Henein is the new project manager. - Modeling Comment: - TCM Comment: No significant change made. - Narrative: Project cost stays the same No change in project funding Total project cost remains the same at \$14,721											
Last Revised Adoption 13-00 - Submitted					Change reason: Carry Over, MINOR CHANGE				Total Cost \$14,721		

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RECEIVED

Item No. 8

FEB 3 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:50am

AGENDA BILL

For the Regular Meeting of: February 9, 2021
Originating Department: Parks & Recreation

Interim Director: Steve Costley / by Steve Costley Interim City Manager: Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3185 WITH E-TRAK-PLUS PROFESSIONAL SERVICES, NOW ETRAK RECREATION SOFTWARE, LLC

PURPOSE: To extend the service agreement for e-Trak-Plus for an additional year and record the change of name to "Etrak Recreation Software, LLC" with new ownership of the company.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 3185 with "e-Trak-Plus", now doing business as "Etrak Recreation Software, LLC, retroactively extending the term from January 1, 2021 through December 31, 2021; and
- b. Authorizing the Mayor to execute the agreement in a form acceptable to the City Attorney.

Galley
FISCAL IMPACT: Funds, in the amount of \$5,000, were included in the Fiscal Year 2020/21 Municipal Budget for this Agreement in Account Number 100-401-61-6730 (General Fund-Parks & Recreation Software Maintenance). Funds will also be included in the FY 2021/22 Municipal Budget to cover the second six months of this amendment.

ANALYSIS: The Parks & Recreation Department utilizes e-Trak-Plus software to manage its facility reservations and recreation program classes for residents. The five-year agreement expired on June 30, 2020, and was extended on a month-to-month basis with the plan to seek Requests for Proposals at the conclusion of the COVID-19 pandemic.

BACKGROUND: In the Fall of 2020, e-Trak-Plus was purchased by another company and their name was changed to Etrak Recreation Software, LLC. Considering this change and the projection that it will still be several months before staff can go out to bid, staff found it would be best to complete a one-year amendment to the contract.

ATTACHMENTS: Proposed Amendment No. 1 to Contract No. 3158
Contract No. 3158

**AMENDMENT NO. 1 TO CONTRACT NO. 3158 FOR
PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND
ETRAK RECREATION SOFTWARE, LLC AS SUCCESSOR TO E-TRAK-PLUS**

This Amendment No. 1 to Contract No. 3158 for Professional Services ("Amendment No. 1"), is made and entered into on February 9, 2021, and retroactively effective January 1, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Etrak Recreation Software, LLC a Florida limited liability corporation, as successor in interest to E-Trak-Plus, a North Carolina corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, on October 27, 2015, the City approved Contract No. 3158 for Professional Services with E-Trak-Plus ("Agreement") to manage the Parks & Recreation Department's facility reservation and recreate program classes in an amount not to exceed Eighty Five Thousand Dollars (\$85,000);

WHEREAS, Consultant warrants and represents that it has become the successor in interest to E-Trak-Plus, and has agreed to abide by all of the existing obligations under the Agreement and this Amendment No. 1;

WHEREAS, City and Consultant desire to execute Amendment No. 1 to acknowledge the successor in interest status, and to extend the term of the Agreement retroactively from January 1, 2020 through and including December 31, 2021; and

WHEREAS, the annual Fiscal Year cost of the Agreement and this Amendment No. 1 is Five Thousand Dollars (\$5,000).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **SCOPE OF WORK.** Consultant agrees to expand its services and to perform the tasks identified in the Agreement, through and including December 31, 2021. The Scope of Work may be amended from time to time by way of a written directive from the City.
- b. **COMPENSATION.** The amount of compensation paid by City to Consultant shall not exceed the sum of **Five Thousand Dollars (\$5,000) for the Fiscal Year 2020/21, and Five Thousand Dollars (\$5,000) for the Fiscal Year 2021/22, the latter to be paid on a pro rata basis for the applicable number of months of Amendment No. 1.**
- c. **TERM.** The term of the Agreement is hereby **retroactively extended from January 1, 2020 and will remain in effect through and including December**

31, 2021, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

d. **The recitals set forth above are incorporated herein by reference.**

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. 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 Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

DRAFT

**ETRAK RECREATION SOFTWARE, LLC
A Florida limited liability corporation**

By: _____
Kevin Hudson, Principal

Dated: _____

RECEIVED

City of South Gate

Item No. 9

CITY COUNCIL

FEB 3 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:10am

AGENDA BILL

For the Regular Meeting of: February 9, 2021

Originating Department: Police Department

Department Director: *Randall Davis*

Randall Davis

Interim City Manager: *C. Jeffers*

Chris Jeffers

SUBJECT: SERVICE AGREEMENT WITH CROSSROADS SOFTWARE, INC., FOR COLLISION/INCIDENT REPORTS RECORD KEEPING

PURPOSE: The South Gate Police Department needs to retain software services for collision/incident reports record keeping.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Service Agreement with Crossroads Software, Inc., for collision/incident reports record keeping; and
- b. Authorizing the Mayor to execute the Service Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact.

ANALYSIS: The South Gate Police Department Traffic Division is currently using Crossroads' software to electronically write traffic reports, citations and compile traffic statistics. Utilization of Crossroads' software, has dramatically decreased mistakes and work efficiency has improved as Police Officers are no longer hand writing paper citations.

BACKGROUND: On February 11, 2020, the City Council approved Contract No. 2020-12-CC with Crossroads Software, Inc., for a handheld traffic citation and collision reporting system, in the amount of \$23,300.

ATTACHMENT: Proposed Service Agreement

**SERVICES AGREEMENT
BETWEEN THE CITY OF SOUTH GATE AND
CROSSROADS SOFTWARE, INC.**

This Services Agreement ("Agreement") is made and entered into on February 9, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Crossroads Software, Inc., a California 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 software services for collision/incident reports record keeping;

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. **TERM OF AGREEMENT.** This Agreement is **effective as of February 9, 2021 and will renew each year for a term not to exceed four (4) years through and including February 9, 2025.**
3. **CITY AGENT.** The Chief of Police for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Chief of Police has the authority to provide that approval or authorization.
4. **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.

4.1 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.

5. **GENERAL TERMS AND CONDITIONS.**

5.1 **Termination for Convenience.** This Agreement may be terminated by either Party at any time without cause by giving 120 days written notice. 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.

5.2 **Termination for Cause.**

5.2.1 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; or
- c. For convenience and with or without cause.

5.2.2 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.

5.2.3 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.

5.2.4 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.

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

5.4 Non-Discrimination.

5.4.1 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, sex, 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.

5.5 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.

5.6 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.

5.7 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.

5.7.1. 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.

5.8 Consultant's Personnel.

5.8.1 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.

5.8.2 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.

5.8.3 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.

5.9 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.

5.10 Legal Construction.

5.10.1 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.

5.10.2 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.

5.10.3 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.

5.10.4 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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.

- 5.16 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
Randall Davis
Chief of Police
8620 California Avenue
South Gate, CA 90280
E-mail: rdavis@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

TO CONSULTANT:

Crossroads Software, Inc.
Jeff Cullen
CEO
210 W. Birch Street, #207
Brea, CA 92821
E-mail: jcullen@crossroadssoftware.com

- 5.17 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.
- 5.18 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 5.19 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.
- 5.20 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

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

Date: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

DRAFT

CROSSROADS SOFTWARE, INC.:

By: _____
Jeff Cullen, CEO

Date: _____

Exhibit "A"

Crossroads Software, Inc. Services Agreement

~~This Agreement dated this _____ day of _____, 2021.~~

~~BETWEEN:~~

~~Crossroads Software, Inc., 210 W. Birch St. #207, Brea, CA 92821 (herein Crossroads)~~

~~- AND -~~

~~City of South Gate (herein South Gate): 8620 California Ave, South Gate, CA 90280~~

~~IN CONSIDERATION OF THE COVENANTS and agreements contained in this Agreement, the parties involved agree as follows:~~

General Definitions and Terms

Crossroads' Responsibilities

1. Crossroads will provide a site license for the Crossroads Report Writer and Analytics System.
2. Crossroads will provide ongoing maintenance and support for the Crossroads Report Writer and Analytics System including updates to the most current versions as they become available.
3. The Crossroads Analytics System will import collision data weekly from LexisNexis for South Gate's use in the Crossroads Analytics System for South Gate's analysis for any collision report scans data-entered by LexisNexis.
4. The Crossroads Report Writer will upload approved collision reports written in the Crossroads system daily to LexisNexis for South Gate's use of the LexisNexis online report dissemination programs ("e-commerce").

South Gate's Responsibilities

1. South Gate Police Department will provide images of approved collision reports for any reports not being produced electronically in the Crossroads Collision Database to LexisNexis for South Gate's use of the LexisNexis online report dissemination programs ("e-commerce") as defined in the **LexisNexis® Law Enforcement Master Agreement and LexisNexis® Coplogic Solutions - Order No. 1 LexisNexis eCrash Agreement**, dated _____.
2. South Gate Police Department acknowledges that the Crossroads system will provide LexisNexis with the South Gate approved collision reports for the purpose of electronic dissemination for reports written by South Gate in the Crossroads system.

Crossroads Software, Inc. Services Agreement

3. South Gate agrees to allow Crossroads to share VIN and other crash data with Crossroads' partner – CARFAX. No personal or private information concerning drivers, passengers, owners, witnesses or other involved parties is shared with CARFAX®. This is vehicle only, VIN-level data that assists CARFAX® with their law enforcement and consumer services programs, and provides the users of those services with timely and accurate information about a vehicle. CARFAX® will provide South Gate with a courtesy account, which allows South Gate to obtain free vehicle history reports from CARFAX® for use in South Gate's vehicle theft and fraud investigations

Failure to Perform

1. There will be no liability to either party for a force majeure situation. Whether from a force majeure or other reason for failure to perform, neither party shall be responsible to the other party for any damages other than the obligations set forth in this Agreement. In no event will either party be liable for incidental or consequential damages.

Terms for Cancellation

1. This agreement may be terminated by either party at any time with 120 days written notice.
2. The term of this agreement will automatically renew each year unless terminated as provided in the preceding sentence.

Notices

All Notices shall be made in writing and shall be sent by personal delivery, first class mail, return receipt requested, overnight express, or facsimile. Notices may be sent to the following addresses:

South Gate:
South Gate Police Department
8620 California Ave
South Gate, CA 90280

Crossroads:
Crossroads Software, Inc.
210 W. Birch St. #207
Brea, CA 92821

IN WITNESS WHEREOF the parties have executed this Agreement on this _____ day of _____, 2021.

CITY OF SOUTH GATE:

CROSSROADS SOFTWARE, INC.:

By: _____
Maria Davila, Mayor

By: _____
Jeff Cullen, CEO

RECEIVED

Item No. 11

FEB 1 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:55pm

AGENDA BILL

For the Regular Meeting of: February 9, 2021
Originating Department: Parks & Recreation

Interim Director: Steve Costley / 1/31/21 Interim City Manager: Chris Jeffers

SUBJECT: PURCHASE AND RENOVATION OF PLAYGROUND EQUIPMENT AND SURFACING FOR THE CESAR CHAVEZ PARK PLAYGROUND

PURPOSE: To approve the purchase and renovation of playground equipment and surfacing for Cesar Chavez Park on Southern Avenue.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Purchase Order with Dave Bang and Associates, Inc., for the purchase and renovation of the post and deck playground equipment located at Cesar Chavez Park, in the amount of \$147,051, for equipment and installation;
- b. Authorizing the City’s Purchasing Division to issue a Purchase Order for this project in accordance with the City’s purchasing ordinance and policies; and
- c. Authorizing the Interim Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

FISCAL IMPACT: Funds, in the amount of \$150,000, were included in the Fiscal Year 2020/21 Municipal Budget for this purchase in account number 524-460-61-9200 (Building & Infrastructure Maintenance Fund – Parks & Recreation – Park Improvements).

ALIGNMENT WITH COUNCIL GOALS: This item meets the City Council’s goal for “Continuing Infrastructure Improvements.”

ANALYSIS: The Cesar Chavez Park playground was built as a playground for 5 to 12 year olds. While the main structure pieces are in good shape, many of the slides and connecting pieces have worn out or have been vandalized and need replacement. In addition, the “pour in place” surfacing has deteriorated to the point that it needs to be removed and replaced.

Staff is requesting that Dave Bang and Associates, who are the manufacturer of the original equipment, be used as the “sole” source for the purchase and renovation of the playground as they are the only company that would continue to warranty the equipment.

ATTACHMENT: Proposal from Dave Bang and Associates, Inc.



Estimate

CA245148

To: **City of South Gate**
Attn: Osie Harrell
8650 California Ave
South Gate, CA 90280-3075

Estimate Date 12/14/2020	Salesperson Marc Gutfeld
------------------------------------	------------------------------------

Cesar Chavez Park - New Playground Equipment and Surfacing

Estimated Shipping Date	Shipped Via	FOB	Terms
4-6 Weeks	Truck - CA	South Gate	Net 30 Sourcewell #030117-LTS
Quantity	Description	Unit Price	Total Extended
1	"Phase 1" Playworld # C20360CH-PH1, Custom Challengers Playstructure with 3-1/2" OD powder coated galvanized steel posts with cast aluminum caps, one piece powder coated aluminum hinged clamps and one piece Eco-Armor coated perforated steel decks with (9) Active Play Events to accommodate (30) users, Ages 2-5	\$24,584.00	\$24,584.00
1	Playworld # ZZXX0843Z, Risk Management Sign, Ages 2-5 *FREE with qualifying purchase of list price over \$10,000	\$0.00	\$0.00
	Subtotal		\$24,584.00
	Less Sourcewell Discount on Playworld		(\$2,458.40)
	Less Additional Discount on Playworld		(\$4,425.12)
1,685	Poured-in-Place New Rubber Surfacing, 3.5" thickness for a 8' critical fall height..Color: 50% BLACK.. 50% STANDARD COLOR OF CHOICE.. *To INCLUDE prevailing wages	\$15.87	\$26,740.95
	Less Sourcewell Discount on Rubber		(\$1,337.05)
	Less Additional Discount on Rubber		(\$5,150.21)
	Subtotal		\$20,253.69
1	"Phase 2" Playworld # C20127PM-PH2, Custom Playmaker Playstructure with 5" OD powder coated galvanized steel posts with cast aluminum caps, one piece powder coated aluminum hinged clamps and one piece Eco-Armor coated perforated steel decks with (0) Active Play Events to accommodate (27) users, Ages 5-12	\$28,070.00	\$28,070.00
1	Playworld # ZZXX0843Z, Risk Management Sign, Ages 5-12 *FREE with qualifying purchase of list price over \$10,000	\$0.00	\$0.00
	Subtotal		\$28,070.00
	Less Sourcewell Discount on Playworld		(\$2,807.00)
	Less Additional Discount on Playworld		(\$10,264.14)
2,683	Poured-in-Place New Rubber Surfacing, 3.5" thickness for a 8' critical fall height..Color: 50% BLACK.. 50% STANDARD COLOR OF CHOICE.. *To INCLUDE prevailing wages	\$15.60	\$41,854.80
	Less Sourcewell Discount on Rubber		(\$4,185.48)
	Less Additional Discount on Rubber		(\$1,985.42)
1	Shipping	\$4,982.00	\$4,982.00
	Subtotal		\$40,665.90

Quantity	Description	Unit Price	Total Extended
1	"Phase 1" Site Prep by a Licensed Contractor to INCLUDE prevailing wages: • Demo/remove existing playground components only-Posts to remain* • Demo/remove existing rubber surfacing 1,685 sq ft at 3.5"	\$6,000.00	\$6,000.00
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages	\$11,308.64	\$11,308.64
1	"Phase 2" Site Prep by a Licensed Contractor to INCLUDE prevailing wages: Demo/remove existing playground components only-Posts to remain* • Demo/remove existing rubber surfacing 2,683 sqft at 4"	\$9,000.00	\$9,000.00
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages	\$13,754.30	\$13,754.30
1	Payment & Performance Bond	\$4,283.01	\$4,283.01
The above price is based on utilizing the Fence Builder labor rate classification(s). If this job requires DIR project registration (PWC-100) please list this classification. If another labor classification is required, please let us know so we can revise this quote, if needed.			
<i>THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>		Subtotal	\$137,964.88
THANK YOU FOR THIS CHANCE TO ESTIMATE		Tax (10.25%)	\$9,085.29
<small>Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.</small>		Total	\$147,050.17

Accepted By _____ Signature: _____ Date: _____
 Print Name: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Terms & Conditions

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated.
- If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

*48-Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

*Shade Shelter installation price EXCLUDES - unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Shade Shelters (DSA)

**6-8 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - \$2,000,000.00

Aggregate - \$2,000,000.00

General Liability Limits:

Deductible - \$2,500.00

Each Occurrence - \$1,000,000.00

Damage to Rented Premises - \$100,000.00



Estimate

CA245148

Medical Expense - \$5,000.00
Personal & Adv Injury - \$1,000,000.00
General Aggregate (per project) - \$2,000,000.00
Products Comp/OP Agg - \$2,000,000.00
Excludes Contractual Liability
Available Endorsements:
Additional Insured Ongoing Operations CG2010
Additional Insured Completed Operations CG 2037
Primary Noncontributory IFG-G-0094
Waiver of Subrogation CG 2404
Per Project Aggregate IFG-G-0065
Per Location Aggregate IFG-G-0064
Auto Liability Limits:
(Any Auto, Hired Autos, Non-Owned Autos)
Combined Single Limit \$1,000,000.00
Available Endorsements:
Auto Blanket Additional Insured/Waiver of Subrogation CAT353
Workers Compensation and Employers Liability:
Each Accident - \$1,000,000.00
Disease (Ea Employee) - \$1,000,000.00
Disease (Policy Limit) - \$1,000,000.00
Waiver of Subrogation Endorsement available upon request
CA WC040306

Initial: _____

CESAR CHAVEZ - PHASE 1

Design Number: C20360CH-PH1 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Decks & Kick Plates			
1	ZZCH0616	SQUARE COATED DECK ASSEMBLY	4
ADA Items			
2	ZZCH2008	TRANSFER STATION w/BARRIERS (36in DECK)	1
3	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
4	ZZCH3106	WIDE GLIDE SLIDE (36in DECK)	2
5	ZZCH3129	90 DEGREE GLIDE SLIDE (36in DECK)	1
Climbers			
6	ZZCH7400	DEEP RUNG ARCH CLIMBER (36in DECK)	1
7	ZZCH7657	SOLAR CLIMBER (36in & 30in DECK)	1
8	ZZCH7949	SILO CLIMBER (36in DECK)	1
9	ZZCH8100	BEANSTALK CLIMBER (36in DECK)	1
10	ZZCH8180	TREE CLIMBER (36in DECK)	1
11	ZZCH8289	RIBBON CLIMBER (36in DECK)	1
Balance			
12	ZZUN7140	STATIONARY BUTTONS (12in)	1
Bridges			
13	ZZCH6595	6ft ARCH BRIDGE	1
14	ZZCH6597	6ft ADVENTURE BRIDGE w/ISO43 CHAIN	1



CESAR CHAVEZ - PHASE 1

Design Number: C20360CH-PH1 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZCH0616	4	SQUARE COATED DECK ASSEMBLY	Certified	219.44			695	12	4.00	0.00	0
2	ZZCH2008	1	TRANSFER STATION w/BARRIERS (36in DECK)	Certified	180.00			385	2	2.00	0.09	0
3	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
4	ZZCH3106	2	WIDE GLIDE SLIDE (36in DECK)	Certified	219.88			935	0	3.00	0.06	0
5	ZZCH3129	1	90 DEGREE GLIDE SLIDE (36in DECK)	Certified	96.73			418	0	2.00	0.03	0
6	ZZCH7400	1	DEEP RUNG ARCH CLIMBER (36in DECK)	Certified	76.46			170	2	2.00	0.06	1
7	ZZCH7657	1	SOLAR CLIMBER (36in & 30in DECK)	Certified	79.63			236	2	1.50	0.03	1
8	ZZCH7949	1	SILO CLIMBER (36in DECK)	Certified	70.33			129	1	1.50	0.06	1
9	ZZCH8100	1	BEANSTALK CLIMBER (36in DECK)	Certified	69.63			273	1	1.00	0.03	1
10	ZZCH8180	1	TREE CLIMBER (36in DECK)	Certified	68.93			168	2	1.50	0.03	1
11	ZZCH8289	1	RIBBON CLIMBER (36in DECK)	Certified	35.02			101	2	1.50	0.06	1
12	ZZUN7140	1	STATIONARY BUTTONS (12in)	Certified	27.12			90	1	0.75	0.13	1
13	ZZCH6595	1	6ft ARCH BRIDGE	N/A	183.35			415	2	1.50	0.00	1
14	ZZCH6597	1	6ft ADVENTURE BRIDGE w/ISO43 CHAIN	Certified	178.54			743	2	3.00	0.00	1
Totals:					1,540.89	199	429	4,829	30	26.25	0.62	9
					693.40 Kg	90 Kg	193 Kg	5 Metric Tons			0.47 m3	



CESAR CHAVEZ - PHASE 1

Design Number: C20360CH-PH1 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number C20360CH-PH1, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

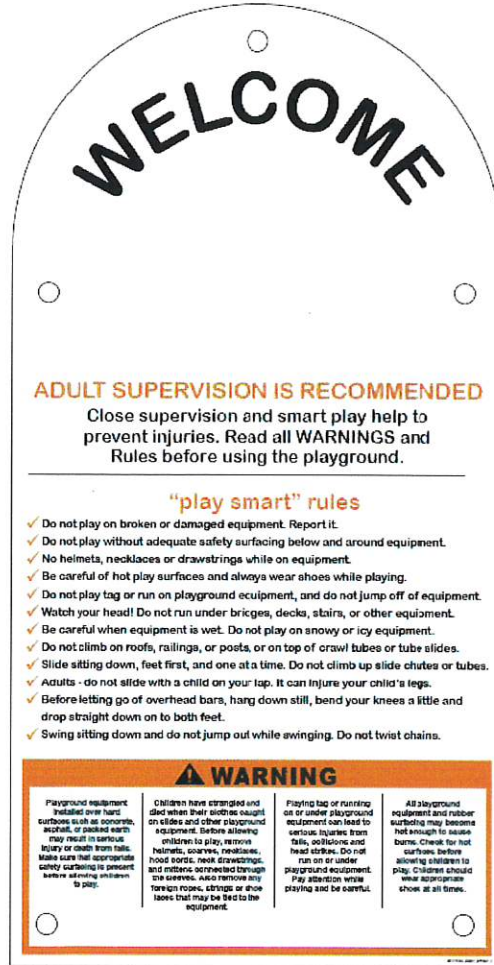
A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





PLAYWORLD RISK MANAGEMENT SIGN

Keep patrons safe and mitigate risk on your playground. This sign provides rules to prevent injury and informs users of potential wardrobe and weather hazards. The sign is available in English, Spanish or French. English will be the default unless otherwise specified on your purchase order. The sign can also be purchased for use on playgrounds with multiple entrances, multiple age zones or pre-existing Playworld playgrounds.

ZZXX0843 –Risk Management Sign

ZZXX0843Z –Risk Management Sign

Choose colors:

Post color (powder coated): _____

AGE STICKERS

*This equipment has been designed for users between the ages of **2 to 5 years old**. Children have varying abilities, therefore adult supervision is recommended.*

ALL playground equipment and rubber surfacing may become hot enough to cause burns. Check for hot surfaces before allowing children to play. Children should wear appropriate footwear at ALL times.

1-800-233-8404 • 570-522-9800

PLAYWORLD
 The world needs play.

www.playworld.com

*This equipment has been designed for users between the ages of **5 to 12 years old**. Children have varying abilities, therefore adult supervision is recommended.*

ALL playground equipment and rubber surfacing may become hot enough to cause burns. Check for hot surfaces before allowing children to play. Children should wear appropriate footwear at ALL times.

1-800-233-8404 • 570-522-9800

PLAYWORLD
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*This equipment has been designed for users between the ages of **2 to 12 years old**. Children have varying abilities, therefore adult supervision is recommended.*

ALL playground equipment and rubber surfacing may become hot enough to cause burns. Check for hot surfaces before allowing children to play. Children should wear appropriate footwear at ALL times.

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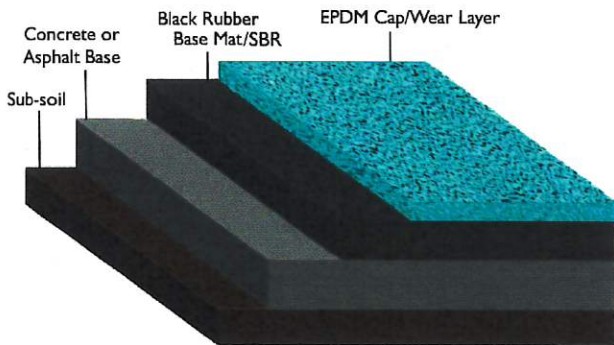
COLORS



Rubberized Safety Surfacing



Dave Bang Associates uses only IPEMA certified poured-in-place rubber surfacing from the finest companies with the best installation crews. Our team will work with you to make your project an easy, stress-free experience. No project is too small, too simple, or too complex.



Our poured-in-place rubber surfacing is a two-layer system consisting of a cushioned base, composed of a high quality recycled rubber, and a top surface made of rubber/EPDM granules. We offer a wide array of colors that can be mixed or used side by side.





Soft and playground-durable
 Industry-leading warranty
 Meets standards for fall height criteria
 Clean, non-toxic
 UV-resistant
 IPEMA certified



Our rubberized safety surfacing is durable and suitable for all age play areas. Materials are mixed and applied on-site, so that the thickness can be modified to meet varying critical fall heights. Rubberized safety surfacing is a stationary surface, allowing wheelchairs unhindered access and maneuverability. Heavily used areas under swings and slides are designed to maintain thickness and attenuation.

Our rubberized safety surfacing can be used in many applications such as playgrounds, parks, schools and play areas.



REV. 04032019



CESAR CHAVEZ - PHASE 2

Design Number: C20127PM-PH2 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Decks & Kick Plates			
1	ZZPM0616	SQUARE COATED DECK ASSEMBLY	3
2	ZZPM0619	HEX COATED DECK ASSEMBLY	1
3	ZZPM2530	12in DECK TO DECK KICK PLATE	1
ADA Items			
4	ZZPM2008	TRANSFER STATION w/BARRIERS (36in DECK)	1
5	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
6	ZZPM3206	SLITHER SLIDE 2.0 ENTRANCE & EXIT	2
7	ZZPM3216	SLITHER SLIDE 2.0 BALCONY ENTRY/EXIT	1
8	ZZUN3207	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	7
9	ZZUN3217	SLITHER SLIDE 2.0 (RIGHT 120° SECTION)	1
10	ZZUN3218	SLITHER SLIDE 2.0 (LEFT 120° SECTION)	4
11	ZZUN3247	SLITHER SLIDE 2.0 SUPPORT LEG 5ft-6in	2
12	ZZUN3249	SLITHER SLIDE 2.0 SUPPORT LEG 3ft-6in	1
13	ZZUN3256	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	2
Stairs and Ladders			
14	ZZPM9170	24in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	1
15	ZZPM9177	36in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	1



CESAR CHAVEZ - PHASE 2

Design Number: C20127PM-PH2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZPM0616	3	SQUARE COATED DECK ASSEMBLY	Certified	271.08			662	12	3.00	0.00	0
2	ZZPM0619	1	HEX COATED DECK ASSEMBLY	Certified	228.72			638	8	2.00	0.00	0
3	ZZPM2530	1	12in DECK TO DECK KICK PLATE	Certified	11.95			20	0	0.25	0.00	0
4	ZZPM2008	1	TRANSFER STATION w/BARRIERS (36in DECK)	Certified	204.88			440	2	2.00	0.09	0
5	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
6	ZZPM3206	2	SLITHER SLIDE 2.0 ENTRANCE & EXIT	Certified	194.36			899	0	4.00	0.06	0
7	ZZPM3216	1	SLITHER SLIDE 2.0 BALCONY ENTRY/EXIT	Certified	166.60			648	0	2.50	0.03	0
8	ZZUN3207	7	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	Certified	137.13			897	0	1.75	0.00	0
9	ZZUN3217	1	SLITHER SLIDE 2.0 (RIGHT 120° SECTION)	Certified	41.68			232	0	0.25	0.00	0
10	ZZUN3218	4	SLITHER SLIDE 2.0 (LEFT 120° SECTION)	Certified	166.72			926	0	1.00	0.00	0
11	ZZUN3247	2	SLITHER SLIDE 2.0 SUPPORT LEG 5ft-6in	Certified	38.82			140	0	0.50	0.06	0
12	ZZUN3249	1	SLITHER SLIDE 2.0 SUPPORT LEG 3ft-6in	Certified	15.01			62	0	0.25	0.03	0
13	ZZUN3256	2	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	Certified	25.62			118	0	0.50	0.06	0
14	ZZPM9170	1	24in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	N/A	174.86			374	2	2.00	0.00	0
15	ZZPM9177	1	36in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	N/A	286.99			640	2	1.50	0.00	0
Totals:					2,000.25	175	458	6,766	27	22.50	0.37	0
					900.11 Kg	79 Kg	206 Kg	7 Metric Tons			0.28 m3	



CESAR CHAVEZ - PHASE 2

Design Number: C20127PM-PH2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
			ASTM F1487									
			<p>The lay-out for this custom playscape, design number C20127PM-PH2, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.</p>									
			2010 ADA Standards for Accessible Design									
			<p>The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.</p>									
			Installation Times									
			<p>Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]</p>									
			Carbon Footprint									
			<p>The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.</p>									
			Pre-Consumer Recycle Content									
			<p>A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.</p>									
			Post-Consumer Recycle Content									
			<p>A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.</p> <p>** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.</p>									



RECEIVED

Item No. 11

FEB 1 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:55pm

AGENDA BILL

For the Regular Meeting of: February 9, 2021
Originating Department: Parks & Recreation

Interim Director: Steve Costley / 1/31/21 Interim City Manager: Chris Jeffers

SUBJECT: PURCHASE AND RENOVATION OF PLAYGROUND EQUIPMENT AND SURFACING FOR THE CESAR CHAVEZ PARK PLAYGROUND

PURPOSE: To approve the purchase and renovation of playground equipment and surfacing for Cesar Chavez Park on Southern Avenue.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Purchase Order with Dave Bang and Associates, Inc., for the purchase and renovation of the post and deck playground equipment located at Cesar Chavez Park, in the amount of \$147,051, for equipment and installation;
- b. Authorizing the City’s Purchasing Division to issue a Purchase Order for this project in accordance with the City’s purchasing ordinance and policies; and
- c. Authorizing the Interim Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

FISCAL IMPACT: Funds, in the amount of \$150,000, were included in the Fiscal Year 2020/21 Municipal Budget for this purchase in account number 524-460-61-9200 (Building & Infrastructure Maintenance Fund – Parks & Recreation – Park Improvements).

ALIGNMENT WITH COUNCIL GOALS: This item meets the City Council’s goal for “Continuing Infrastructure Improvements.”

ANALYSIS: The Cesar Chavez Park playground was built as a playground for 5 to 12 year olds. While the main structure pieces are in good shape, many of the slides and connecting pieces have worn out or have been vandalized and need replacement. In addition, the “pour in place” surfacing has deteriorated to the point that it needs to be removed and replaced.

Staff is requesting that Dave Bang and Associates, who are the manufacturer of the original equipment, be used as the “sole” source for the purchase and renovation of the playground as they are the only company that would continue to warranty the equipment.

ATTACHMENT: Proposal from Dave Bang and Associates, Inc.



Estimate

CA245148

To: **City of South Gate**
Attn: Osie Harrell
8650 California Ave
South Gate, CA 90280-3075

Estimate Date 12/14/2020	Salesperson Marc Gutfeld
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Cesar Chavez Park - New Playground Equipment and Surfacing

Estimated Shipping Date	Shipped Via	FOB	Terms
4-6 Weeks	Truck - CA	South Gate	Net 30 Sourcewell #030117-LTS
Quantity	Description	Unit Price	Total Extended
1	"Phase 1" Playworld # C20360CH-PH1, Custom Challengers Playstructure with 3-1/2" OD powder coated galvanized steel posts with cast aluminum caps, one piece powder coated aluminum hinged clamps and one piece Eco-Armor coated perforated steel decks with (9) Active Play Events to accommodate (30) users, Ages 2-5	\$24,584.00	\$24,584.00
1	Playworld # ZZXX0843Z, Risk Management Sign, Ages 2-5 *FREE with qualifying purchase of list price over \$10,000	\$0.00	\$0.00
	Subtotal		\$24,584.00
	Less Sourcewell Discount on Playworld		(\$2,458.40)
	Less Additional Discount on Playworld		(\$4,425.12)
1,685	Poured-in-Place New Rubber Surfacing, 3.5" thickness for a 8' critical fall height..Color: 50% BLACK.. 50% STANDARD COLOR OF CHOICE.. *To INCLUDE prevailing wages	\$15.87	\$26,740.95
	Less Sourcewell Discount on Rubber		(\$1,337.05)
	Less Additional Discount on Rubber		(\$5,150.21)
	Subtotal		\$20,253.69
1	"Phase 2" Playworld # C20127PM-PH2, Custom Playmaker Playstructure with 5" OD powder coated galvanized steel posts with cast aluminum caps, one piece powder coated aluminum hinged clamps and one piece Eco-Armor coated perforated steel decks with (0) Active Play Events to accommodate (27) users, Ages 5-12	\$28,070.00	\$28,070.00
1	Playworld # ZZXX0843Z, Risk Management Sign, Ages 5-12 *FREE with qualifying purchase of list price over \$10,000	\$0.00	\$0.00
	Subtotal		\$28,070.00
	Less Sourcewell Discount on Playworld		(\$2,807.00)
	Less Additional Discount on Playworld		(\$10,264.14)
2,683	Poured-in-Place New Rubber Surfacing, 3.5" thickness for a 8' critical fall height..Color: 50% BLACK.. 50% STANDARD COLOR OF CHOICE.. *To INCLUDE prevailing wages	\$15.60	\$41,854.80
	Less Sourcewell Discount on Rubber		(\$4,185.48)
	Less Additional Discount on Rubber		(\$1,985.42)
1	Shipping	\$4,982.00	\$4,982.00
	Subtotal		\$40,665.90

Quantity	Description	Unit Price	Total Extended
1	"Phase 1" Site Prep by a Licensed Contractor to INCLUDE prevailing wages: • Demo/remove existing playground components only-Posts to remain* • Demo/remove existing rubber surfacing 1,685 sq ft at 3.5"	\$6,000.00	\$6,000.00
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages	\$11,308.64	\$11,308.64
1	"Phase 2" Site Prep by a Licensed Contractor to INCLUDE prevailing wages: Demo/remove existing playground components only-Posts to remain* • Demo/remove existing rubber surfacing 2,683 sqft at 4"	\$9,000.00	\$9,000.00
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages	\$13,754.30	\$13,754.30
1	Payment & Performance Bond	\$4,283.01	\$4,283.01
The above price is based on utilizing the Fence Builder labor rate classification(s). If this job requires DIR project registration (PWC-100) please list this classification. If another labor classification is required, please let us know so we can revise this quote, if needed.			
<i>THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>		Subtotal	\$137,964.88
THANK YOU FOR THIS CHANCE TO ESTIMATE		Tax (10.25%)	\$9,085.29
<small>Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.</small>		Total	\$147,050.17

Accepted By _____ Signature: _____ Date: _____
 Print Name: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Terms & Conditions

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated.
- If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

*48-Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

*Shade Shelter installation price EXCLUDES - unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Shade Shelters (DSA)

**6-8 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - \$2,000,000.00

Aggregate - \$2,000,000.00

General Liability Limits:

Deductible - \$2,500.00

Each Occurrence - \$1,000,000.00

Damage to Rented Premises - \$100,000.00



Estimate

CA245148

Medical Expense - \$5,000.00
Personal & Adv Injury - \$1,000,000.00
General Aggregate (per project) - \$2,000,000.00
Products Comp/OP Agg - \$2,000,000.00
Excludes Contractual Liability
Available Endorsements:
Additional Insured Ongoing Operations CG2010
Additional Insured Completed Operations CG 2037
Primary Noncontributory IFG-G-0094
Waiver of Subrogation CG 2404
Per Project Aggregate IFG-G-0065
Per Location Aggregate IFG-G-0064
Auto Liability Limits:
(Any Auto, Hired Autos, Non-Owned Autos)
Combined Single Limit \$1,000,000.00
Available Endorsements:
Auto Blanket Additional Insured/Waiver of Subrogation CAT353
Workers Compensation and Employers Liability:
Each Accident - \$1,000,000.00
Disease (Ea Employee) - \$1,000,000.00
Disease (Policy Limit) - \$1,000,000.00
Waiver of Subrogation Endorsement available upon request
CA WC040306

Initial: _____

CESAR CHAVEZ - PHASE 1

Design Number: C20360CH-PH1 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Decks & Kick Plates			
1	ZZCH0616	SQUARE COATED DECK ASSEMBLY	4
ADA Items			
2	ZZCH2008	TRANSFER STATION w/BARRIERS (36in DECK)	1
3	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
4	ZZCH3106	WIDE GLIDE SLIDE (36in DECK)	2
5	ZZCH3129	90 DEGREE GLIDE SLIDE (36in DECK)	1
Climbers			
6	ZZCH7400	DEEP RUNG ARCH CLIMBER (36in DECK)	1
7	ZZCH7657	SOLAR CLIMBER (36in & 30in DECK)	1
8	ZZCH7949	SILO CLIMBER (36in DECK)	1
9	ZZCH8100	BEANSTALK CLIMBER (36in DECK)	1
10	ZZCH8180	TREE CLIMBER (36in DECK)	1
11	ZZCH8289	RIBBON CLIMBER (36in DECK)	1
Balance			
12	ZZUN7140	STATIONARY BUTTONS (12in)	1
Bridges			
13	ZZCH6595	6ft ARCH BRIDGE	1
14	ZZCH6597	6ft ADVENTURE BRIDGE w/ISO43 CHAIN	1



CESAR CHAVEZ - PHASE 1

Design Number: C20360CH-PH1 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZCH0616	4	SQUARE COATED DECK ASSEMBLY	Certified	219.44			695	12	4.00	0.00	0
2	ZZCH2008	1	TRANSFER STATION w/BARRIERS (36in DECK)	Certified	180.00			385	2	2.00	0.09	0
3	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
4	ZZCH3106	2	WIDE GLIDE SLIDE (36in DECK)	Certified	219.88			935	0	3.00	0.06	0
5	ZZCH3129	1	90 DEGREE GLIDE SLIDE (36in DECK)	Certified	96.73			418	0	2.00	0.03	0
6	ZZCH7400	1	DEEP RUNG ARCH CLIMBER (36in DECK)	Certified	76.46			170	2	2.00	0.06	1
7	ZZCH7657	1	SOLAR CLIMBER (36in & 30in DECK)	Certified	79.63			236	2	1.50	0.03	1
8	ZZCH7949	1	SILO CLIMBER (36in DECK)	Certified	70.33			129	1	1.50	0.06	1
9	ZZCH8100	1	BEANSTALK CLIMBER (36in DECK)	Certified	69.63			273	1	1.00	0.03	1
10	ZZCH8180	1	TREE CLIMBER (36in DECK)	Certified	68.93			168	2	1.50	0.03	1
11	ZZCH8289	1	RIBBON CLIMBER (36in DECK)	Certified	35.02			101	2	1.50	0.06	1
12	ZZUN7140	1	STATIONARY BUTTONS (12in)	Certified	27.12			90	1	0.75	0.13	1
13	ZZCH6595	1	6ft ARCH BRIDGE	N/A	183.35			415	2	1.50	0.00	1
14	ZZCH6597	1	6ft ADVENTURE BRIDGE w/ISO43 CHAIN	Certified	178.54			743	2	3.00	0.00	1
Totals:					1,540.89	199	429	4,829	30	26.25	0.62	9
					693.40 Kg	90 Kg	193 Kg	5 Metric Tons			0.47 m3	



CESAR CHAVEZ - PHASE 1

Design Number: C20360CH-PH1 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number C20360CH-PH1, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

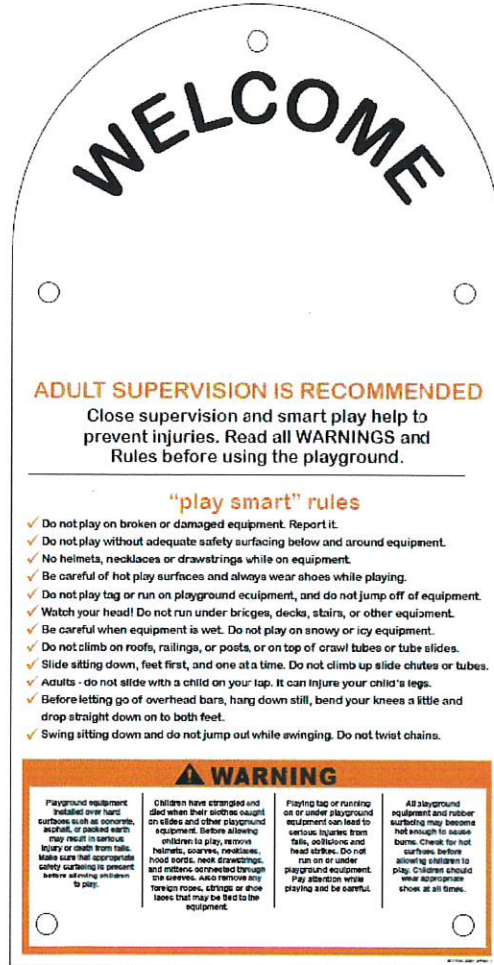
A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





PLAYWORLD RISK MANAGEMENT SIGN

Keep patrons safe and mitigate risk on your playground. This sign provides rules to prevent injury and informs users of potential wardrobe and weather hazards. The sign is available in English, Spanish or French. English will be the default unless otherwise specified on your purchase order. The sign can also be purchased for use on playgrounds with multiple entrances, multiple age zones or pre-existing Playworld playgrounds.

ZZXX0843 –Risk Management Sign

ZZXX0843Z –Risk Management Sign

Choose colors:

Post color (powder coated): _____

AGE STICKERS

*This equipment has been designed for users between the ages of **2 to 5 years old**. Children have varying abilities, therefore adult supervision is recommended.*

ALL playground equipment and rubber surfacing may become hot enough to cause burns. Check for hot surfaces before allowing children to play. Children should wear appropriate footwear at ALL times.

1-800-233-8404 • 570-522-9800

PLAYWORLD
The world needs play.

www.playworld.com

*This equipment has been designed for users between the ages of **5 to 12 years old**. Children have varying abilities, therefore adult supervision is recommended.*

ALL playground equipment and rubber surfacing may become hot enough to cause burns. Check for hot surfaces before allowing children to play. Children should wear appropriate footwear at ALL times.

1-800-233-8404 • 570-522-9800

PLAYWORLD
The world needs play.

www.playworld.com

*This equipment has been designed for users between the ages of **2 to 12 years old**. Children have varying abilities, therefore adult supervision is recommended.*

ALL playground equipment and rubber surfacing may become hot enough to cause burns. Check for hot surfaces before allowing children to play. Children should wear appropriate footwear at ALL times.

1-800-233-8404 • 570-522-9800

PLAYWORLD
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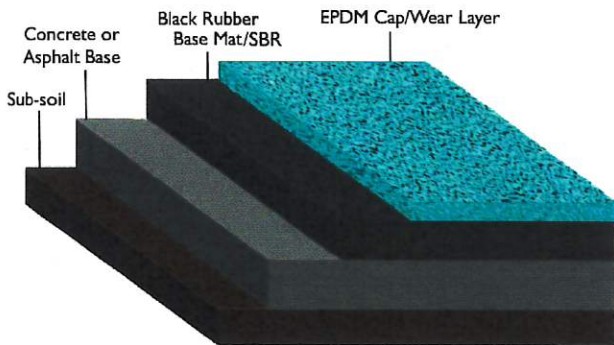
COLORS



Rubberized Safety Surfacing



Dave Bang Associates uses only IPEMA certified poured-in-place rubber surfacing from the finest companies with the best installation crews. Our team will work with you to make your project an easy, stress-free experience. No project is too small, too simple, or too complex.



Our poured-in-place rubber surfacing is a two-layer system consisting of a cushioned base, composed of a high quality recycled rubber, and a top surface made of rubber/EPDM granules. We offer a wide array of colors that can be mixed or used side by side.





Soft and playground-durable
 Industry-leading warranty
 Meets standards for fall height criteria
 Clean, non-toxic
 UV-resistant
 IPEMA certified



Our rubberized safety surfacing is durable and suitable for all age play areas. Materials are mixed and applied on-site, so that the thickness can be modified to meet varying critical fall heights. Rubberized safety surfacing is a stationary surface, allowing wheelchairs unhindered access and maneuverability. Heavily used areas under swings and slides are designed to maintain thickness and attenuation.

Our rubberized safety surfacing can be used in many applications such as playgrounds, parks, schools and play areas.



REV. 04032019



CESAR CHAVEZ - PHASE 2

Design Number: C20127PM-PH2 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Decks & Kick Plates			
1	ZZPM0616	SQUARE COATED DECK ASSEMBLY	3
2	ZZPM0619	HEX COATED DECK ASSEMBLY	1
3	ZZPM2530	12in DECK TO DECK KICK PLATE	1
ADA Items			
4	ZZPM2008	TRANSFER STATION w/BARRIERS (36in DECK)	1
5	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
6	ZZPM3206	SLITHER SLIDE 2.0 ENTRANCE & EXIT	2
7	ZZPM3216	SLITHER SLIDE 2.0 BALCONY ENTRY/EXIT	1
8	ZZUN3207	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	7
9	ZZUN3217	SLITHER SLIDE 2.0 (RIGHT 120° SECTION)	1
10	ZZUN3218	SLITHER SLIDE 2.0 (LEFT 120° SECTION)	4
11	ZZUN3247	SLITHER SLIDE 2.0 SUPPORT LEG 5ft-6in	2
12	ZZUN3249	SLITHER SLIDE 2.0 SUPPORT LEG 3ft-6in	1
13	ZZUN3256	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	2
Stairs and Ladders			
14	ZZPM9170	24in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	1
15	ZZPM9177	36in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	1



CESAR CHAVEZ - PHASE 2

Design Number: C20127PM-PH2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZPM0616	3	SQUARE COATED DECK ASSEMBLY	Certified	271.08			662	12	3.00	0.00	0
2	ZZPM0619	1	HEX COATED DECK ASSEMBLY	Certified	228.72			638	8	2.00	0.00	0
3	ZZPM2530	1	12in DECK TO DECK KICK PLATE	Certified	11.95			20	0	0.25	0.00	0
4	ZZPM2008	1	TRANSFER STATION w/BARRIERS (36in DECK)	Certified	204.88			440	2	2.00	0.09	0
5	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
6	ZZPM3206	2	SLITHER SLIDE 2.0 ENTRANCE & EXIT	Certified	194.36			899	0	4.00	0.06	0
7	ZZPM3216	1	SLITHER SLIDE 2.0 BALCONY ENTRY/EXIT	Certified	166.60			648	0	2.50	0.03	0
8	ZZUN3207	7	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	Certified	137.13			897	0	1.75	0.00	0
9	ZZUN3217	1	SLITHER SLIDE 2.0 (RIGHT 120° SECTION)	Certified	41.68			232	0	0.25	0.00	0
10	ZZUN3218	4	SLITHER SLIDE 2.0 (LEFT 120° SECTION)	Certified	166.72			926	0	1.00	0.00	0
11	ZZUN3247	2	SLITHER SLIDE 2.0 SUPPORT LEG 5ft-6in	Certified	38.82			140	0	0.50	0.06	0
12	ZZUN3249	1	SLITHER SLIDE 2.0 SUPPORT LEG 3ft-6in	Certified	15.01			62	0	0.25	0.03	0
13	ZZUN3256	2	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	Certified	25.62			118	0	0.50	0.06	0
14	ZZPM9170	1	24in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	N/A	174.86			374	2	2.00	0.00	0
15	ZZPM9177	1	36in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	N/A	286.99			640	2	1.50	0.00	0
Totals:					2,000.25	175	458	6,766	27	22.50	0.37	0
					900.11 Kg	79 Kg	206 Kg	7 Metric Tons			0.28 m3	



CESAR CHAVEZ - PHASE 2

Design Number: C20127PM-PH2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
			ASTM F1487									
			<p>The lay-out for this custom playscape, design number C20127PM-PH2, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.</p>									
			2010 ADA Standards for Accessible Design									
			<p>The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.</p>									
			Installation Times									
			<p>Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]</p>									
			Carbon Footprint									
			<p>The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.</p>									
			Pre-Consumer Recycle Content									
			<p>A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.</p>									
			Post-Consumer Recycle Content									
			<p>A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.</p> <p>** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.</p>									



RECEIVED

FEB 2 2021

City of South Gate

Item No. 12

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

8:45pm

For the Regular Meeting of: February 9, 2021
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

Interim City Manager:

Chris Jeffers
Chris Jeffers

SUBJECT: INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2020

PURPOSE: California Government Code Section 53646 requires staff to submit a report to the City Council and City Manager, at least quarterly, which provides detailed information on all investments of the City.

RECOMMENDED ACTION: Receive and file the Quarterly Investment Report for the quarter ended June 30, 2020.

FISCAL IMPACT: Interest earnings totaled \$327,211.30 for the quarter.

ANALYSIS: None.

BACKGROUND: Attached is the Investment Report for the quarter ending June 30, 2020, for the City and Housing Authority (Attachment 1 – Quarterly Investment Report).

In keeping with the City’s investment policy, all investments are short-to-medium term in duration, with maturities currently ranging from 1 day to 5 years. All investments are maintained in accordance with California Government Code Section 53646 and the City’s investment policy, with respect to the type of investment vehicles in which the City’s money is invested. As of June 30, 2020, 37.10% of the City’s portfolio is invested in government agency securities, certificates of deposit and brokered, non-callable certificates of deposit that have maturities in excess of one year. In dollar amounts, that equates to \$40,919,610.57 of the City’s total portfolio of \$110,307,468.88 invested in securities that mature between 1 year and 5 years from now. As the Director of Administrative Services, I certify that the funds are invested to provide sufficient cash flow for a period of six months.

As of June 30, 2020, the City’s General Fund had a **positive** cash balance of over \$31.9 million (Attachment 2 – Schedule of Cash Balances).

- ATTACHMENTS:** 1) Quarterly Investment Report – June 30, 2020
2) Schedule of Cash Balances – June 30, 2020

CITY OF SOUTH GATE
 QUARTERLY INVESTMENT REPORT (SUMMARY)
 JUNE 30, 2020

Attachment 1

TYPE OF INVESTMENT	AMOUNT	REFERENCE	INVESTMENT ACTIVITY	AMOUNT
U.S. GOVT & GOVT AGENCY ISSUES	\$18,789,610.57	(SCHEDULE A)	BEGINNING BALANCE AT 4/1/20	\$101,382,707.45
CORPORATE BONDS - MEDIUM TERM NOTES	\$0.00	(SCHEDULE A)	SALE/MATURITY - US GOVT & AGENCY ISSUES/CORP BONDS	(\$1,003,330.00)
U.S. TREASURY BILLS	\$0.00	(SCHEDULE A)	SALE/MATURITY - MONEY MKT ACCT & OVERNIGHT SWEEPS	\$0.00
TOTAL	\$18,789,610.57		MATURITY - CERTIFICATES OF DEPOSIT	\$0.00
MONEY MKT ACCT/PREF BANK & OVERNIGHT SWEEP/U.S. BANK	\$1,122,005.34	(SCHEDULE A)	SALE/MATURITY - LAIF	(\$2,500,000.00)
TOTAL	\$1,122,005.34		LOSS ON SALE OF SECURITIES	\$0.00
CERTIFICATES OF DEPOSIT - PREFERRED BANK	\$3,700,000.00	(SCHEDULE A)	PURCHASES - US GOVT & AGENCY ISSUES/CORP BONDS	\$0.00
CERTIFICATES OF DEPOSIT - BROKERED	\$21,626,000.00	(SCHEDULE A)	PURCHASES - MONEY MARKET ACCT & OVERNIGHT SWEEPS	854,266.11
TOTAL	\$25,326,000.00		PURCHASES - CERTIFICATES OF DEPOSIT	\$5,223,000.00
LAIF INVESTMENTS - CITY ACCOUNT	\$64,783,762.33	(SCHEDULE A)	PURCHASES - LAIF	\$6,000,000.00
LAIF INVESTMENTS - HOUSING AUTHORITY ACCOUNT	\$286,090.64	(SCHEDULE A)	INTEREST REINVESTED	\$350,825.32
TOTAL	\$65,069,852.97		ENDING BALANCE AT 6/30/20	\$110,307,468.88
TOTAL INVESTMENTS AT COST @ 6/30/20	\$110,307,468.88		INTEREST EARNED THIS QUARTER:	AMOUNT
TOTAL MARKET VALUE OF INVESTMENTS @ 6/30/20	\$111,554,811.65		U.S. GOVERNMENT & GOVT AGENCY ISSUES	53,000.00
MARKET VALUE GAIN/(LOSS)	\$1,247,342.77		MONEY MARKET ACCOUNT & OVERNIGHT SWEEPS	40.39
			CERTIFICATES OF DEPOSIT (PREFERRED BANK)	\$10,379.72
			CERTIFICATES OF DEPOSIT (BROKERED)	50,225.72
			LAIF (CITY & HOUSING)	\$213,565.47
			TOTAL INTEREST EARNED THIS QUARTER	327,211.30
			INVESTMENT PORTFOLIO:	% OF PORTFOLIO
			U.S. GOVERNMENT & GOVERNMENT AGENCY ISSUES	17.03%
			CORPORATE BONDS	0.00%
			U.S. TREASURY BILLS	0.00%
			MONEY MARKET ACCOUNT & OVERNIGHT SWEEPS	1.02%
			CERTIFICATES OF DEPOSIT	22.96%
			LAIF	58.99%
			TOTAL PERCENTAGES	100.00%
			MATURITY DISTRIBUTIONS:	\$ OF PORTFOLIO % OF PORTFOLIO
			0 - 90 DAYS / 0 - 3 MONTHS	\$68,191,858.31 61.82%
			91 - 180 DAYS / 3 - 6 MONTHS	0.00 0.00%
			181 - 270 DAYS / 6 - 9 MONTHS	496,000.00 0.45%
			271 - 365 DAYS / 9 MONTHS - 1 YEAR	700,000.00 0.63%
			366 - 730 DAYS / 1 - 2 YEARS	12,520,009.99 11.35%
			731 - 1095 DAYS / 2 - 3 YEARS	4,471,000.00 4.05%
			1096 - 1460 DAYS / 3 - 4 YEARS	4,232,000.00 3.84%
			1461 - 1825 DAYS / 4 - 5 YEARS	19,696,600.58 17.86%
			MAXIMUM YEARS TO MATURITY IS 5 YEARS	\$110,307,468.88 100.00%
TOTAL INVESTMENTS (BOND RESERVES)	\$0.00			

**CITY OF SOUTH GATE
QUARTERLY INVESTMENT REPORT (DETAIL)
JUNE 30, 2020**

QUARTER ENDING DATE: 6/30/2020

INVESTMENT AGENCY	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/(LOSS)	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	NEXT INT. PMT. DATE
U.S. GOVT & AGENCY ISSUES:											
Freddie Mac - Callable 1 year, 1x - CUSIP #3134GGB35	AAA	08/10/17	08/10/20	41	1,000,000.00	1,001,670.00	1,670.00	6,658.33	1.74%	Low	08/10/20
FHLB - Callable 1 year, 1x - CUSIP #3130ABZE9	AAA	08/28/17	08/28/20	59	1,000,000.00	1,002,240.00	2,240.00	5,637.50	1.68%	Low	08/28/20
FHLB - Callable 1 year, 1x - CUSIP #3130ABXE1	AAA	08/11/17	08/11/21	407	1,000,000.00	1,017,830.00	17,830.00	7,155.56	1.90%	Low	02/11/21
FHLB - Bullet - CUSIP #3130AA5C8	AAA	11/22/16	11/22/21	510	999,520.00	1,020,870.00	21,350.00	1,895.83	1.81%	Low	11/22/20
FHLB - Bullet - CUSIP #3130AABG2	AAA	12/06/16	11/29/21	517	993,392.39	1,024,270.00	30,877.61	1,666.67	1.84%	Low	11/29/20
FNMA - Bullet - CUSIP #3135GOS38	AAA	02/02/17	01/05/22	554	998,097.60	1,027,400.00	29,302.40	9,777.78	1.96%	Low	01/05/21
FNMA - Callable 1 year, 1x - CUSIP #3136G4ME0	AAA	02/28/17	02/28/22	608	800,000.00	824,520.00	24,520.00	5,808.33	2.08%	Low	02/28/21
FAMC (AGM) - Bullet - CUSIP #3132X0UA7	AAA	06/29/17	06/29/22	729	1,000,000.00	1,032,640.00	32,640.00	104.44	1.85%	Low	12/29/20
FFCB - Callable 1 year, any time after - CUSIP #3133ELCQ5	AAA	12/06/19	06/03/24	1434	1,000,000.00	1,006,070.00	6,070.00	1,423.33	1.82%	Low	12/03/20
FHLMTN - Callable 6 mos quarterly after CUSIP #3134GV	AAA	02/20/20	08/12/24	1504	1,000,000.00	1,000,960.00	960.00	6,950.00	1.80%	Low	08/12/20
FHLB - Callable 1 year 1x - CUSIP #3130AJ5A3	AAA	02/20/20	08/19/24	1511	2,000,000.00	2,013,720.00	13,720.00	12,760.00	1.73%	Low	02/19/21
FFCB - Bullet - CUSIP #3133ELEA8	AAA	12/17/19	09/17/24	1540	999,100.58	1,054,040.00	54,939.42	4,911.11	1.70%	Low	09/17/20
FFCB - Callable 1 year, any time after - CUSIP #3133ELBF0	AAA	12/05/19	11/27/24	1611	999,500.00	1,006,000.00	6,500.00	1,785.00	1.89%	Low	11/27/20
FHLMTN - Callable every year - CUSIP #3134GUF21	AAA	01/06/20	01/06/25	1651	1,000,000.00	1,006,890.00	6,890.00	9,333.33	1.91%	Low	1/6/2021
FHLB - Callable 6 months 1x - CUSIP #3130AJ3K3	AAA	02/20/20	02/10/25	1686	1,000,000.00	1,000,950.00	950.00	7,206.67	1.84%	Low	08/10/20
FHLMTN - Callable 1 year 1x - CUSIP #3134GVCC9	AAA	02/20/20	02/18/25	1694	1,000,000.00	1,006,520.00	6,520.00	6,280.56	1.69%	Low	02/18/21
FHLMTN - Callable 1 year 1x - CUSIP #3134GVCC0	AAA	02/20/20	02/18/25	1694	1,000,000.00	1,006,260.00	6,260.00	6,465.28	1.74%	Low	02/18/21
FNMA - Callable 1 year 3 mos after - CUSIP #3136G4UG6	AAA	02/20/20	02/19/25	1695	1,000,000.00	1,006,050.00	6,050.00	6,490.00	1.76%	Low	02/19/21
TOTAL					18,789,610.57	19,058,900.00	269,289.43	102,309.72			
CORPORATE BONDS - MEDIUM TERM NOTES:											
None					0.00	0.00	0.00	0.00			
TOTAL					0.00	0.00	0.00	0.00			
U.S. TREASURY BILLS:											
None					0.00	0.00	0.00	0.00			
TOTAL					0.00	0.00	0.00	0.00			
BROKERED, NON-CALLABLE CERTIFICATES OF DEPOSIT:											
Trans. Alliance Bank - CUSIP #89388CDQ8 - FDIC #34781		09/06/19	03/05/21	248	249,000.00	251,634.42	2,634.42	289.93	1.70%	Low	10/06/20
Reading Co-Op Bank - CUSIP #755324CK4 - FDIC #26620		09/16/19	03/16/21	259	247,000.00	249,771.34	2,771.34	1,230.94	1.70%	Low	09/16/20
Community First Bank - CUSIP #20368TCN8 - FDIC #57511		09/12/19	09/13/21	440	249,000.00	253,422.24	4,422.24	213.87	1.65%	Low	10/12/20
BMW Bank North America - CUSIP #05580ASJ4 - FDIC #35141		09/17/19	03/21/22	629	247,000.00	254,039.50	7,039.50	1,289.48	1.85%	Low	09/20/20
Carolina Trust Bank - CUSIP #144200BB7 - FDIC #57026		09/20/19	03/21/22	629	249,000.00	255,005.88	6,005.88	120.07	1.61%	Low	09/20/20
State Bk of Texas Irving Tx - CUSIP #856528DC5 - FDIC #58647		03/20/20	03/21/22	629	249,000.00	254,146.83	5,146.83	105.06	1.40%	Low	09/20/20
Avidbank Palo Alto CA - CUSIP #05368TBK6 - FDIC #57510		03/25/20	03/25/22	633	249,000.00	251,163.81	2,163.81	467.98	0.71%	Low	09/25/20
Texas Exchange Bk Crowley - CUSIP #88241TGX2 - FDIC #20099		03/27/20	03/25/22	633	249,000.00	252,441.18	3,441.18	27.29	1.01%	Low	09/27/20
Penn Community Bank - CUSIP #707312AQ7 - FDIC #30401		03/27/20	03/28/22	636	248,000.00	251,462.08	3,462.08	423.98	0.65%	Low	09/27/20
Insurors Bank - CUSIP #45776NDM5 - FDIC #35521		03/31/20	03/31/22	639	249,000.00	252,045.27	3,045.27	171.91	0.91%	Low	09/30/20
Wex Bk Midvale Utah - CUSIP #92937CJY5 - FDIC #34697		04/09/20	04/08/22	647	248,000.00	253,287.36	5,287.36	789.52	1.40%	Low	10/09/20
First National Bank of - CUSIP #32114VBY2 - FDIC #58259		04/09/20	04/11/22	650	249,000.00	252,971.55	3,971.55	165.09	1.10%	Low	10/09/20
21ST Centy Bk Minn - CUSIP #90136STW6 - FDIC #9751		04/15/20	04/14/22	653	249,000.00	252,550.74	3,550.74	109.15	1.00%	Low	10/15/20
First Premier Bk Sioux Falls - CUSIP #33610RTP8 - FDIC #6085		04/15/20	04/15/22	654	248,000.00	252,434.24	4,434.24	627.81	1.20%	Low	10/15/20
Flatwater Bk Gothemburg Neb - CUSIP #33885WAC4 - FDIC #10636		04/15/20	04/18/22	657	248,000.00	251,558.80	3,558.80	523.18	1.00%	Low	10/15/20
Hamni Bank - CUSIP #410493ES5 - FDIC #24170		04/17/20	04/18/22	657	249,000.00	253,011.39	4,011.39	105.06	1.10%	Low	09/17/20
Southern States Bankoan Trust - CUSIP #843879DA2 - FDIC #58558		04/15/20	04/18/22	657	249,000.00	252,563.19	3,563.19	109.15	1.00%	Low	10/15/20
Stearns County - CUSIP #857894E54 - FDIC #10988		12/18/19	07/18/22	748	249,000.00	256,539.72	7,539.72	173.96	1.69%	Low	09/16/20
Ally Bank - CUSIP #Q2007GLR2 - FDIC #57803		09/12/19	09/12/22	804	247,000.00	255,489.39	8,489.39	1,352.07	1.80%	Low	03/12/21
Goldman Sachs - CUSIP #38149MFV0 - FDIC #33124		09/11/19	09/12/22	804	247,000.00	255,489.39	8,489.39	1,364.25	1.80%	Low	03/11/21
Sallie Mae - CUSIP #7954504B8 - FDIC #58177		09/18/19	09/19/22	811	247,000.00	255,825.31	8,825.31	1,314.51	1.85%	Low	09/18/20
Wells Fargo Bank - CUSIP #949763J64 - FDIC #3511		09/18/19	09/19/22	811	249,000.00	257,879.34	8,879.34	164.07	1.85%	Low	09/18/20
Synovus Bank, GA - CUSIP #87164DRB8 - FDIC #873		03/09/20	12/09/22	892	247,000.00	255,054.67	8,054.67	1,234.32	1.59%	Low	03/09/21
Virginia Partners Bank - CUSIP #928066BA6 - FDIC #58824		12/30/19	12/30/22	913	249,000.00	257,869.38	8,869.38	11.60	1.71%	Low	09/30/20
Wells Fargo National - CUSIP #949495AT2 - FDIC #27389		01/22/20	01/30/23	944	249,000.00	259,395.75	10,395.75	25.92	1.89%	Low	09/29/20
Currie State Bank - CUSIP #23130SDU4 - FDIC #8833		03/23/20	03/23/23	996	249,000.00	253,429.71	4,429.71	51.85	0.96%	Low	09/23/20
CIT Bank - CUSIP #12558LBD7 - FDIC #58978		09/27/19	03/27/23	1000	247,000.00	257,151.70	10,151.70	1,169.36	1.74%	Low	09/27/20

**CITY OF SOUTH GATE
QUARTERLY INVESTMENT REPORT (DETAIL)
JUNE 30, 2020**

QUARTER ENDING DATE:

6/30/2020

INVESTMENT AGENCY	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/(LOSS)	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	NEXT INT PMT DATE
Northpointe Bank - CUSIP #666613HH0 - FDIC #34953		03/25/20	03/27/23	1000	249,000.00	252,421.26	3,421.26	32.75	0.81%	Low	09/25/20
Bank of New England Nh - CUSIP #06426KBS6 - FDIC #24540		04/02/20	04/03/23	1007	249,000.00	252,767.37	3,767.37	168.16	0.85%	Low	10/02/20
Synchrony Bank - CUSIP #87165HA34 - FDIC #27314		04/03/20	04/03/23	1007	248,000.00	255,851.68	7,851.68	876.83	1.45%	Low	10/03/20
Primebank - CUSIP #74163LAP6 - FDIC #8101		04/09/20	04/10/23	1014	249,000.00	254,846.52	5,846.52	172.59	1.15%	Low	10/09/20
Williamette Valley Bk Salem Or - CUSIP #969294CD7 - FDIC #57033		04/09/20	04/10/23	1014	249,000.00	254,502.90	5,502.90	165.09	1.10%	Low	10/09/20
Midwest Cmnty Bk Ill - CUSIP #598315CE7 - FDIC #19628		04/15/20	04/14/23	1018	249,000.00	255,212.55	6,212.55	130.98	1.20%	Low	10/15/20
Northstar Bank - CUSIP #66704MES6 - FDIC #57097		04/15/20	04/14/23	1018	249,000.00	254,174.22	5,174.22	114.61	1.05%	Low	10/15/20
West Michigan Community Bank - CUSIP #954444BU8 - FDIC #22308		04/15/20	04/14/23	1018	249,000.00	254,174.22	5,174.22	114.61	1.05%	Low	10/15/20
Luana Savings Bank - CUSIP #549104JP3 - FDIC #253		09/18/19	09/18/23	1175	247,000.00	256,842.95	9,842.95	1,136.88	1.61%	Low	09/18/20
Nicolet National Bank - CUSIP #654062JH2 - FDIC #57038		03/27/20	09/27/23	1184	249,000.00	253,748.43	4,748.43	25.92	0.97%	Low	09/27/20
Merrick Bank - CUSIP #59013KCZ7 - FDIC #34519		09/30/19	09/29/23	1186	249,000.00	259,385.79	10,385.79	11.26	1.66%	Low	09/30/20
Communitybank Tex N A Beaumont - CUSIP #204161BP7 - FDIC #3363		04/24/20	10/24/23	1211	249,000.00	255,827.58	6,827.58	57.30	1.20%	Low	09/16/20
CF Bank - CUSIP #15721UDC0 - FDIC #28263		09/11/19	01/11/24	1290	249,000.00	260,376.81	11,376.81	231.95	1.71%	Low	10/11/20
First Source Bank - CUSIP #33646CLV4 - FDIC #9087		03/13/20	02/12/24	1322	248,000.00	257,748.88	9,748.88	1,141.48	1.50%	Low	03/11/21
First National Bank of America - CUSIP #32110YNV3 - FDIC #17438		02/28/20	02/28/24	1338	249,000.00	259,276.23	10,276.23	31.72	1.55%	Low	09/28/20
Community First Bank - CUSIP #32707AAE7 - FDIC #5197		03/27/20	03/27/24	1366	249,000.00	252,939.18	3,939.18	23.19	0.87%	Low	09/27/20
Centerstate Bank - CUSIP #15201QCN5 - FDIC #33555		03/30/20	04/01/24	1371	248,000.00	252,843.44	4,843.44	600.30	0.97%	Low	09/30/20
Thomaston Svgs Bk Ct - CUSIP #88457PAM9 - FDIC #18258		04/03/20	04/03/24	1373	248,000.00	253,768.48	5,768.48	634.95	1.05%	Low	10/03/20
Pacific Enterprise Bk Ca - CUSIP #6494231AG6 - FDIC #58415		04/09/20	04/09/24	1379	249,000.00	256,193.61	7,193.61	180.10	1.20%	Low	10/09/20
First State Bank - CUSIP #33648PBM4 - FDIC #2301		04/15/20	04/16/24	1386	249,000.00	255,737.94	6,737.94	117.68	1.15%	Low	09/16/20
Third Fed Svgs Ln Assn of - CUSIP #88413QCN6 - FDIC #30012		05/21/20	05/21/24	1421	249,000.00	251,945.67	2,945.67	209.77	0.75%	Low	11/21/20
First Bank of Puerto Rico - CUSIP #33767GAG3 - FDIC #30387		09/06/19	09/06/24	1529	249,000.00	263,434.53	14,434.53	324.04	1.90%	Low	10/06/20
Peoples Bank - CUSIP #710665FD7 - FDIC #16265		03/10/20	09/10/24	1533	249,000.00	259,313.58	10,313.58	214.89	1.50%	Low	10/10/20
Morgan Stanley PVT - CUSIP #61760AY60 - FDIC #34221		09/12/19	09/12/24	1535	247,000.00	261,340.82	14,340.82	1,427.19	1.90%	Low	03/11/21
Enerbank - CUSIP #29278TLK4 - FDIC #57293		09/13/19	09/13/24	1536	249,000.00	262,939.02	13,939.02	227.17	1.86%	Low	10/13/20
McHenry State Bank - CUSIP #58117WAHO - FDIC #30864		03/13/20	09/13/24	1536	249,000.00	258,798.15	9,798.15	178.05	1.45%	Low	10/13/20
Abacus Federal Savings - CUSIP #00257TBH8 - FDIC #32257		09/18/19	09/18/24	1541	249,000.00	261,392.73	12,392.73	150.76	1.69%	Low	09/18/20
Bank of Old Monroe - CUSIP #064236BG6 - FDIC #1655		09/03/19	09/18/24	1541	249,000.00	261,392.73	12,392.73	150.76	1.69%	Low	09/18/20
Spring Bank - CUSIP #849430BA0 - FDIC #58668		09/19/19	09/19/24	1542	249,000.00	260,874.81	11,874.81	135.07	1.67%	Low	09/19/20
Medallion Bank - CUSIP #58404DFJ5 - FDIC #57449		09/23/19	09/23/24	1546	249,000.00	262,963.92	13,963.92	100.96	1.86%	Low	09/23/20
Bankwest - CUSIP #06652CH80 - FDIC #4009		09/27/19	09/27/24	1550	249,000.00	261,407.67	12,407.67	46.39	1.72%	Low	10/15/20
Commercial Savings Bank - CUSIP #202291AF7 - FDIC #231		09/27/19	09/27/24	1550	247,000.00	259,826.71	12,826.71	1,136.88	1.77%	Low	09/27/20
Enterprise Bank - CUSIP #29367RLA2 - FDIC #34786		09/27/19	09/27/24	1550	247,000.00	260,345.41	13,345.41	1,169.36	1.81%	Low	09/27/20
Lakeside Bank - CUSIP #51210SQV2 - FDIC #19573		09/27/19	09/27/24	1550	249,000.00	262,450.98	13,450.98	49.12	1.81%	Low	09/27/20
Banker's Bank of the West - CUSIP #06610TEE1 - FDIC #23210		09/30/19	09/30/24	1553	249,000.00	262,458.45	13,458.45	12.28	1.81%	Low	09/30/20
Celtic Bank - CUSIP #15118RSC2 - FDIC #57056		09/30/19	09/30/24	1553	249,000.00	261,412.65	12,412.65	11.60	1.72%	Low	09/30/20
Continental Bank - CUSIP #211163JY7 - FDIC #57571		09/30/19	09/30/24	1553	249,000.00	253,041.27	4,041.27	6.14	1.81%	Low	09/30/20
First Service Bank - CUSIP #33640VDA3 - FDIC #18519		09/30/19	09/30/24	1553	249,000.00	261,935.55	12,935.55	11.94	1.77%	Low	09/30/20
Morgan Stanley - CUSIP #61690ULF5 - FDIC #32922		10/03/19	10/03/24	1556	247,000.00	261,918.80	14,918.80	1,174.43	1.77%	Low	10/03/20
Baycoast Bk Swansea Mass - CUSIP #072727AZ3 - FDIC #90196		01/16/20	01/24/25	1669	247,000.00	259,394.46	12,394.46	1,829.15	1.77%	Low	01/24/21
Bell Bank Corp. - CUSIP #07815AAZ0 - FDIC #19581		02/27/20	02/27/25	1703	249,000.00	260,371.83	11,371.83	43.66	1.60%	Low	09/27/20
Chambers Bank - CUSIP #157767AB0 - FDIC #5615		02/28/20	02/28/25	1704	249,000.00	259,799.13	10,799.13	31.72	1.56%	Low	09/28/20
FNB of Albany - CUSIP #32117VAN2 - FDIC #3067		02/28/20	02/28/25	1704	249,000.00	260,371.83	11,371.83	32.75	1.56%	Low	09/28/20
Garret State Bank - CUSIP #366526AX9 - FDIC #8074		02/28/20	02/28/25	1704	249,000.00	259,799.13	10,799.13	31.72	1.56%	Low	09/28/20
Horizon Bank - CUSIP #44042TBX1 - FDIC #14327		02/28/20	02/28/25	1704	249,000.00	259,799.13	10,799.13	31.72	1.56%	Low	09/28/20
Live Oak Banking Co. - CUSIP #538036JV7 - FDIC #58665		02/28/20	02/28/25	1704	249,000.00	261,514.74	12,514.74	347.92	1.70%	Low	10/01/20
Prime Alliance Bank - CUSIP #74160NHCT - FDIC #57920		02/28/20	02/28/25	1704	249,000.00	259,226.43	10,226.43	30.70	1.51%	Low	09/28/20
Iowa State Bank - CUSIP #46256YBF5 - FDIC #15947		03/05/20	03/05/25	1709	248,000.00	258,185.36	10,185.36	1,202.63	1.50%	Low	03/05/21
American Expr Nat Bank - CUSIP #02589AA51 - FDIC #27471		03/17/20	03/17/25	1721	248,000.00	251,261.20	3,261.20	648.20	0.93%	Low	09/17/20
Evergreen Bank Group - CUSIP #300185JF3 - FDIC #35230		03/26/20	03/26/25	1730	249,000.00	253,389.87	4,389.87	34.11	1.03%	Low	09/26/20
American Commerce Bank - CUSIP #02519TAZ9 - FDIC #57686		03/27/20	03/27/25	1731	249,000.00	252,804.72	3,804.72	25.92	0.98%	Low	09/27/20
Central Bank Little Rock AK - CUSIP #152577AZ5 - FDIC #1756		03/27/20	03/27/25	1731	249,000.00	253,384.89	4,384.89	27.29	1.03%	Low	09/27/20
Fortune Bank - CUSIP #34969RCT3 - FDIC #58107		03/27/20	03/27/25	1731	249,000.00	254,547.72	5,547.72	30.02	1.02%	Low	09/27/20
Savoy Bank Resource - CUSIP #80534VADD - FDIC #58641		03/27/20	03/27/25	1731	249,000.00	252,222.06	3,222.06	24.56	0.93%	Low	09/27/20
Home Loan Inv Bank - CUSIP #43719LAC9 - FDIC #27417		03/28/20	03/28/25	1732	249,000.00	253,379.91	4,379.91	197.84	1.03%	Low	10/01/20
Banker's Bank Oklahoma City - CUSIP #06610QEE7 - FDIC #26677		03/31/20	03/31/25	1735	249,000.00	253,367.46	4,367.46	6.82	1.03%	Low	09/30/20
Pine Island Bank - CUSIP #722616AR0 - FDIC #12193		03/31/20	03/31/25	1735	249,000.00	253,367.46	4,367.46	6.82	1.03%	Low	09/30/20

**CITY OF SOUTH GATE
 QUARTERLY INVESTMENT REPORT (DETAIL)
 JUNE 30, 2020**

QUARTER ENDING DATE: 6/30/2020

INVESTMENT AGENCY	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/(LOSS)	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	NEXT INT PMT DATE
Providence Bank, Rocky Mt - CUSIP #743738CG9 - FDIC #58239		03/31/20	03/31/25	1735	249,000.00	251,619.48	2,619.48	5.80	0.88%	Low	09/30/20
Encore Bk Little Rock Ark - CUSIP #29260MBF1 - FDIC #34562		05/15/20	05/15/25	1780	249,000.00	250,757.94	1,757.94	87.32	0.80%	Low	10/15/20
Summit ST Bk Santa Rosa Ca - CUSIP #866264DP6- FDIC #32203		05/15/20	05/15/25	1780	248,000.00	250,346.08	2,346.08	271.44	0.85%	Low	11/15/20
TOTAL					21,626,000.00	22,284,378.50	658,378.50	31,284.64			
TOTAL CITY INVESTMENTS (under U.S. Bank Safekeeping)					40,415,610.57	41,343,278.50	927,667.93	133,594.36			
MONEY MARKET/OVERNIGHT SWEEP ACCOUNTS:											
Preferred Bank - Money Market Account		6/30/2020	7/1/2020	1	3,026.46	3,026.46	0.00	0.13	0.05%	Low	07/31/20
U.S. Bank - First American Treasury Obligation		6/30/2020	7/1/2020	1	1,118,978.88	1,118,978.88	0.00	3.59	0.01%	Low	09/30/20
TOTAL					1,122,005.34	1,122,005.34	0.00	3.72			
CERTIFICATES OF DEPOSIT:											
Acct #C0000306097 - Preferred Bank		4/8/2020	4/8/2021	282	700,000.00	700,000.00	0.00	3,670.68	1.10%	Low	07/08/20
Acct #C00003000002006 - Preferred Bank		3/20/2020	3/20/2022	628	3,000,000.00	3,000,000.00	0.00	24,396.16	2.91%	Low	07/20/20
TOTAL					3,700,000.00	3,700,000.00	0.00	28,066.85			
LAIF INVESTMENTS:											
General Fund Pooled Accounts		6/30/2020	7/1/2020	1	64,783,762.33	65,102,031.67	318,269.34	288,287.74	1.78%	Low	07/01/20
Housing Authority		6/30/2020	7/1/2020	1	286,090.64	287,496.14	1,405.50	1,255.66	1.78%	Low	07/01/20
TOTAL					65,069,852.97	65,389,527.81	319,674.84	289,543.41			
TOTAL INVESTMENTS					110,307,468.88	111,554,811.65					
TOTAL UNREALIZED GAIN/(LOSS)							1,247,342.77				
TOTAL ACCRUED INTEREST								451,208.34			

Note (1) - The accrued interest is the City's estimate of interest based on the rate and ending balance. The actual amounts are different.

COST - LAIF POOLED @ 6/30/20	\$101,110,343,832.82
MARKET VALUE - LAIF POOLED @ 6/30/20	\$101,607,078,218.36
MARKET VALUE TO BOOK RATIO - LAIF	100.49128%
MARKET VALUE - CITY OF SOUTH GATE @ 6/30/20	65,389,527.81

ATTACHMENT 2

SCHEDULE OF CASH BALANCES
JUNE 30, 2020

Fund #	Fund Name	Unrestricted Balance	Restricted Balance	Total
100	General Fund	\$ 31,908,509.80	\$ -	\$ 31,908,509.80
211	Traffic Safety	-	(1,221,461.42)	(1,221,461.42)
212	Gas Tax	-	(1,317,930.65)	(1,317,930.65)
213	TDA Bikeway	-	-	-
214	Street Sweeping	-	590,064.56	590,064.56
215	Road Repair and Accountability Act	-	2,497,608.99	2,497,608.99
216	CASp Certification and Training	-	36,557.13	36,557.13
221	Prop A Transit	-	3,225,000.50	3,225,000.50
222	Prop C Transit	-	4,639,045.88	4,639,045.88
223	SCAQMD	-	495,651.31	495,651.31
224	Measure R Transit	-	6,502,731.58	6,502,731.58
225	Measure M	-	1,554,597.96	1,554,597.96
231	Law Enforcement Grants	-	472,426.83	472,426.83
235	Asset Forfeiture	-	4,565,722.85	4,565,722.85
241	Housing Authority	-	(224,148.98)	(224,148.98)
242	Home Program	-	131,072.56	131,072.56
243	CDBG	-	(672,111.04)	(672,111.04)
251	Street Lighting & Landscaping	-	(555,521.68)	(555,521.68)
261	Federal & State Grants	-	(4,378,290.40)	(4,378,290.40)
262	UDAG	433,795.90	-	433,795.90
263	Public Access Corp.	-	37,020.49	37,020.49
271	Park Enhancement	634,637.95	-	634,637.95
311	Capital Improvements	-	7,193,881.13	7,193,881.13
322	Low/Mod Income Housing	-	(49,681.95)	(49,681.95)
411	Water	-	39,149,352.23	39,149,352.23
412	Sewer	-	1,615,230.87	1,615,230.87
413	Refuse Collection	-	1,109,294.54	1,109,294.54
511	Insurance	8,956,253.40	-	8,956,253.40
521	Fleet Management	-	99,363.80	99,363.80
522	Information Systems	785,368.63	-	785,368.63
523	Capital Asset & Equipment Replacement	4,350,941.32	-	4,350,941.32
524	Building & Infrastructure Maintenance	607,452.53	-	607,452.53
711	Trust and Agency	-	802,295.46	802,295.46
901	Inventory Clearing	(32,038.06)	-	(32,038.06)
903	Payroll Clearing	9,516.75	-	9,516.75
Total All Funds		\$ 47,654,438.22	\$ 66,297,772.55	\$ 113,952,210.77

Invested Amount **\$110,307,468.88**

RECEIVED

Item No. 13

JAN 28 2021

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:05pm

AGENDA BILL

For the Regular Meeting of: February 9, 2021

Originating Department: Administration

Management Assistant: 
Giselle Mares

Interim City Manager: 
Chris Jeffers

SUBJECT: INTERIM URGENCY ORDINANCE ESTABLISHING A TEMPORARY LIMIT ON THE CHARGES IMPOSED BY THIRD-PARTY FOOD DELIVERY SERVICES DURING THE COVID-19 PANDEMIC

PURPOSE: This item was continued from the regularly scheduled City Council Meeting of January 26, 2021, and added to the Agenda at the request of Council Member Denise Diaz to provide some relief to restaurants experiencing financial hardships during the ongoing COVID-19 pandemic.

RECOMMENDED ACTION: Adopt Interim Urgency Ordinance adopting new Section 2.10.380 (COVID-19 Restrictions – Food Delivery Charges), to Chapter 2.10 (Business Regulation), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code establishing a temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic, effective immediately.

FISCAL IMPACT: None.

ANALYSIS: Many consumers in the City are eager to support local restaurants and use third-party food delivery services, especially during the COVID-19 pandemic, as restaurants are prohibited from offering on-premises dining. As a result, restaurants and customers have experienced financial hardships, while third-party food delivery services have experienced an increase in profitable margins. Third-party food delivery services utilize various commission models that can charge a restaurant up to thirty-percent or more per order, including delivery, marketing and promotion, subscription, and processing fees. Restaurants, and particularly small family-owned restaurants with few locations, have limited bargaining power to negotiate lower commission fees with third-party food delivery services. Given that only a few restaurants in the marketplace provide their own food delivery services, small restaurants that do not operate their own food delivery service resort to contracting with third-party food delivery service providers as a means to keep afloat during these challenging times. Many small enterprises face dire financial circumstances, and take-out and delivery are essential to maintaining their restaurant operations for the foreseeable future during the ongoing COVID-19 pandemic.

BACKGROUND: At the January 12, 2021, regularly scheduled City Council Meeting, Council Member Diaz requested this item to be considered by the City Council to consider the adoption of an ordinance temporarily limiting the fees charged by third-party food delivery services.

As a result of the declarations and ensuing Federal, State and County orders, restaurants and similar businesses have been prohibited from offering on-premises dining and are only allowed to sell food and beverages to customers for delivery and pick-up in an attempt to limit and control the spread of COVID-19.

The Los Angeles County Public Health Department has adopted a similar order that was challenged in court, but is still subject to appeal. If the court action is successfully appealed, it is likely that the order restricting restaurants would extend beyond the State order.

Takeout and delivery only options for restaurants severely strain their viability. Many restaurants rely on third party delivery services that charge fees that further jeopardize the continued operation of those restaurants. Further negative impacts of such circumstances are set forth in the recitals of the proposed Interim Urgency Ordinance attached. If adopted, the attached Interim Urgency Ordinance will impose a temporary limit on the delivery fees that can be charged by a third-party food delivery service to civil liability, enforceable via court action by any restaurant aggrieved by the failure to comply with the ordinance. The proposed Interim Urgency Ordinance will become effective immediately upon its adoption by a four-fifths (4/5) vote of the City Council and shall be of no further force or effect forty-five (45) days from the date of adoption, unless extended following a public hearing, as provided in Government Code Section 65858.

Similar ordinances have been adopted by surrounding communities, including Alhambra, South Pasadena, and Los Angeles.

ATTACHMENT: Proposed Interim Urgency Ordinance

INTERIM URGENCY ORDINANCE NO. _____

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

**INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH GATE, CALIFORNIA, ADOPTING NEW
SECTION 2.10.380 (COVID-19 RESTRICTIONS – FOOD DELIVERY
CHARGES), TO CHAPTER 2.10 (BUSINESS REGULATION), TO TITLE 2
(LICENSES – BUSINESS REGULATIONS), OF THE SOUTH GATE
MUNICIPAL CODE ESTABLISHING A TEMPORARY LIMIT ON THE
CHARGES IMPOSED BY THIRD-PARTY FOOD DELIVERY SERVICES
ON LOCAL RESTAURANTS DURING THE ONGOING COVID-19
PANDEMIC, EFFECTIVE IMMEDIATELY**

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency within the State of California ("State") due to the threat posed by the Coronavirus Disease 2019 ("COVID-19"); the Los Angeles County Health Officer issued a Declaration of Local Health Emergency due to the COVID-19 cases in Los Angeles County; and the Los Angeles County Board of Supervisors ("Board") concurred and issued a Proclamation ("Proclamation") declaring a local emergency within the County of Los Angeles regarding the imminent spread of COVID-19;

WHEREAS, pursuant to California Government Code Section 8630(c), a governing body shall declare a local emergency and shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency;

WHEREAS, on March 18, 2020, in his role as the Director of Emergency Services, the City Manager of the City of South Gate proclaimed the existence of a local emergency within the City ("Local Emergency") 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;

WHEREAS, thereafter on March 24, 2020, the City Council adopted Resolution No. 2020-07-CC ratifying the declaration of the existence of a Local Emergency by the Director of Emergency Services on March 18, 2020;

WHEREAS, on March 19, 2020, Governor Newsom issued an Executive Order requiring all persons to remain at home to the extent possible and required all non-essential businesses to be closed, and on March 21, 2020, the Los Angeles County Department of Public Health issued a clarifying Safer at Home Order, requiring all persons to remain at home to the extent possible, unless engaged in essential business;

WHEREAS, as a result of those declarations and ensuing orders, restaurants and similar businesses have been prohibited from offering on-premises dining and are only allowed to sell food and beverages to customers for delivery and pick-up;

WHEREAS, limiting restaurants to only takeout and delivery service has placed a sudden and severe financial strain on many restaurants, particularly those that are small businesses that already operate on limited resources, adds financial pressures with the increased cost of acquiring ingredients and supplies due to the ongoing COVID-19 surges;

WHEREAS, many restaurants use third-party food and beverage delivery services and persons living and working in South Gate rely on these delivery services, must experience the high fees charged by third-party delivery services (ranging between 12 and 30 percent);

WHEREAS, many restaurants and similar businesses operating in South Gate are small businesses with few locations, which have limited bargaining power to negotiate lower fees with third-party food delivery services and no ability to independently provide such delivery services, may be unable to continue operating;

WHEREAS, capping delivery fees charged by third-party food delivery service providers will accomplish the legitimate public purpose of easing the financial burden on struggling restaurants during the ongoing COVID-19 pandemic will not unduly burden the third-party food delivery services, as the cap proposed by this ordinance is reasonable and will allow the third-party food delivery services to continue to be profitable;

WHEREAS, the need to cap such fees will likely continue beyond the expiration of the State and County emergency declarations, as it is unclear how quickly thereafter restaurant patrons will return to in-restaurant dining, and restaurants may continue to see a significant loss of revenue for an ongoing period of time thereafter;

WHEREAS, California Government Code Sections 8634, 36934 and 36937 authorize the City Council to take action by ordinance to take effect immediately for the preservation of the public peace, health or safety when adopted by a four-fifths vote of the City Council; and

WHEREAS, during the ongoing COVID-19 pandemic when dining is restricted, for the reasons set forth above, it is in the interest of protecting the public health and safety to limit charges imposed by third-party food delivery services and to do so immediately, given the strains on restaurants and customers, as well as the likelihood that dining limitations are likely to extend beyond the time that many restaurants can remain in business.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and incorporated herein by reference. Based on these findings, the City Council determines the public health, safety and general welfare of the City, its residents and businesses, to limit third-party food delivery services effective immediately.

SECTION 2. The City Council does hereby adopt new Section 2.10.380 (COVID-19 Restrictions – Food Delivery Charges), to Chapter 2.10 (Business Regulation), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code in its entirety to read as follows:

TITLE 2 (LICENSES – BUSINESS REGULATIONS)
Chapter 2.10 (BUSINESS REGULATION)
SECTION 2.10.380 (COVID-19 RESTRICTIONS – FOOD DELIVERY CHARGES)

Sections: 2.10.380

- A. Purpose and intent.**
- B. Definitions.**
- C. Fee Limits.**
- D. Protection of Gratuities.**
- E. Identification of Fees.**
- F. Grace Period.**
- G. Penalties and Enforcement.**

A. Purpose and intent.

This Section of the South Gate Municipal Code (“Section”) is in the interest of protecting the public health and safety by limiting charges imposed by third-party food delivery services, given the strains on restaurants and customers, as well as the likelihood that dining limitations are likely to extend beyond the time that many restaurants can remain in business as a result of the ongoing Coronavirus Disease 2019 (COVID-19) pandemic.

B. Definitions.

For purposes of this chapter the following terms shall have the meanings indicated:

1. “Covered establishment” means a retail food establishment that offers, in a single commercial transaction over the internet, whether directly or through third-party food delivery services, the sale and same-day delivery of food to customers from one or more retail locations within the City
2. “Customer” means any person, firm, or association who makes use of a third-party food delivery service for the purpose of obtaining food from a retail food establishment.
3. “Delivery fee” means a fee charged by a third-party food delivery service for providing a retail food establishment with a service that delivers food from such establishment to customers. The term does not include any other fee that may be charged by a third-party food delivery service to a food service establishment, such as fees for listing or advertising the food service establishment on the third-party food delivery service platform or fees related to processing the online order, including but not limited to, service fees, fees for facilitating customer pick-up, and credit card processing fees.
4. “Delivery person” means any person delivering food or beverages on behalf of the third-party food delivery services, whether as an employee, independent contractor or otherwise.

5. "Food" means all articles and substances used for food and drink, confectionary or condiment whether simple or compound, and all ingredients and components used in the preparation thereof.
6. "Online order" means any order placed by a customer through or with the assistance of a platform provided by a third-party food delivery service, including a telephone order.
7. "Purchase price" means the total price of the items contained in an online order that are listed on the menu of the retail food establishment where such order is placed. Such term does not include taxes, gratuities and any other fees that may make up the total cost to the customer of an online order.
8. "Retail food establishment" means and includes any restaurant, delicatessen, bakery, coffee shop, or other eat-in or carry-out service of processed or prepared raw and ready-to-eat food or beverages.
9. "Third-party food delivery service" means any website, mobile application or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same day pickup of food and beverages from, no fewer than 20 food service establishments located in the city that are owned and operated by different persons.
10. "Worker" means any person working for a third-party food delivery service.

C. Fee Limits.

It shall be unlawful for a third-party food delivery service to charge a covered establishment:

1. Any combination of fees, commissions or costs which, together with the delivery fee, totals more than twenty percent (20%) of the purchase price of the online order;
2. A delivery fee that totals more than fifteen percent (15%) of the purchase price of an online order;
3. Any amount designated as a delivery fee for an online order that does not involve the delivery of food or beverages;
4. Any purchase price for a food or beverage item that is higher than the price listed on the retail food establishment's own menu; or
5. Any fee, commission, or cost other than as permitted in subdivisions (1), (2), (3) and (4) above.

D. Protection of Gratuities.

It shall be unlawful for a third-party food delivery service to reduce the compensation, including any tip or gratuity, paid to any workers as a result of the prohibitions in this

Ordinance. Any tip or gratuity shall be paid by the third-party food delivery service, in its entirety, to the person delivering the food or beverages.

E. Identification of Fees.

The third-party delivery service must deliver to the customer and the retail food establishment a receipt which clearly and accurately itemizes the cost components of the online order, which at a minimum shall show the following:

1. The purchase price of the food and beverages at the cost listed on the retail food establishment's menu;
2. Each delivery fee, as well as each and every other fee, commission, or cost, charged by the third-party food delivery service to the retail food establishment;
3. Each delivery fee, as well as each and every other fee, commission, or cost, charged by the third-party food delivery service to the customer;
4. Any tip or gratuity that will be paid to the delivery person; and
5. Any tip or gratuity that will be paid to the retail food establishment.

None of the prices, fees, commissions, costs or gratuities in subsections (1) through (5) above shall be combined on the receipt, except that a total of the foregoing amounts may be shown separately in addition to, and not instead of, the itemized amounts.

F. Grace Period.

A third-party food delivery service shall not be found in violation of this Ordinance for the first seven (7) days after its effective date, if it imposes a fee in excess of the fee limit in Section C., provided it refunds the excess fee to the covered establishment no later than fourteen (14) days after the effective date of this Ordinance.

G. Penalties and Enforcement.

1. Any customer or retail food establishment who is charged a fee by a third-party food delivery service in excess of that permitted by this Ordinance, and any delivery person or retail food establishment who's gratuities are withheld or diminished in violation of this Ordinance, may enforce this Ordinance by means of a civil action against the third-party food delivery service seeking damages and injunctive relief, subject to the provisions of this Section H.
2. Prior to filing any such action, the customer, delivery person or retail food establishment shall first provide written notice to the third-party food delivery service requesting that the excess fee and/or unpaid gratuity be refunded or paid within seven (7) days of the notice. If the third-party food delivery service fails to deliver the refund or make the payment within that period – or if the third-party food delivery service continues after that initial seven-day notice and cure period to charge fees or withhold gratuities in violation of this Ordinance – then the customer, delivery person or retail food establishment may thereafter file the action.
3. The prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees.

4. Violations of this Ordinance shall accrue on a daily basis for each day and for each customer, delivery person or retail food establishment charged a fee or denied a gratuity in violation of this Ordinance.
5. No criminal penalties shall attach for violation of this Ordinance.
6. Nothing in this Section H. shall prevent the City from enforcing compliance with this Ordinance by whatever means available to the City.
7. Notwithstanding subsection (6) above, this Ordinance is not intended to, and shall not, create a mandatory duty on the part of the City to protect persons or property from a violation of the provisions of this Ordinance. This Ordinance is not intended to, and shall not, create any rights or benefits (substantive or procedural, enforceable at law or equity) against the City.

SECTION 3. This Interim Urgency Ordinance shall become effective immediately upon its adoption by a four-fifths (4/5) vote of the City Council due to the immediate need to protect the public health, safety and welfare. It shall be of no further force or effect forty-five (45) days from the date of adoption unless extended following a public hearing, as provided in Government Code Section 65858.

SECTION 4. The City Manager/Interim City Manager and the City Attorney shall undertake all actions legally necessary to extend this Interim Urgency Ordinance in the event: (1) the studies and reports desired by this City Council will not be concluded, to allow restaurants to offer dine-in service, without limitation, or (2) upon the termination of the COVID-19 Local Emergency, whichever comes first, on or before the forty-fifth (45th) day subsequent to the adoption of this Interim Urgency Ordinance.

[Remainder of page left blank intentionally.]

SECTION 5. If any provision of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Ordinance which can be implemented without the invalid provisions, and to this end, the provisions of this Ordinance are declared to be severable. This Ordinance would have been adopted and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

SECTION 6. 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 9th day of **February, 2021.**

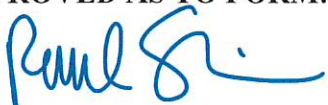
CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

RECEIVED

City of South Gate

Item No. 14

CITY COUNCIL

JAN 27 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

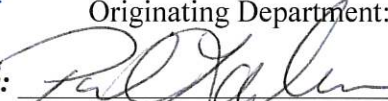
AGENDA BILL

11:20am


For the Regular Meeting of: February 9, 2021

Originating Department: Community Development

Interim Director:


Paul L. Adams

Interim City Manager:


Chris Jeffers

SUBJECT: DISCUSSION OF THE PURPOSE AND COMPOSITION OF THE CITIZENS ADVISORY COMMITTEE (CAC)

PURPOSE: This item was continued from the regularly scheduled City Council Meeting of January 26, 2021. During the regularly scheduled City Council Meeting of January 12, 2021, Council Member Maria del Pilar Avalos motioned to add this item to the Agenda, and seconded by Council Member Denise Diaz, to allow the City Council to review the current requirements of the Citizens Advisory Committee (CAC) and to allow discussions as to possible changes to the CAC's composition.

RECOMMENDED ACTION: Discuss the Citizens Advisory Committee's composition and provide staff with direction.

FISCAL IMPACT: There is no impact to the General Fund.

ALIGNMENT WITH CITY COUNCIL GOALS: Review of the existing CAC with potential recommendations for improvement addresses Council Goal #1 to Improve Communications and Civic Engagement.

ANALYSIS: Citizen Participation in decisions related to HUD funding, specifically Community Development Block Grants, is required by Section 104(a)(2) of the Housing and Community Development Act and by regulations at 24 CFR 570.486(a)(6). Each local agency is required to prepare and approve a Citizen Participation Plan (Attachment A). In addition, the City's CAC, which fulfills this requirement, is codified in the City's Municipal Code under Chapter 1.25 (attachment B). The City's current policies and ordinances are compliant with HUD requirements.

HUD regulations provide specific requirements that local jurisdictions must meet in ensuring adequate citizen participation in the development, adoption and revision of the Consolidated Action Plan as well as allocation of CDBG funds. The regulations give the local agency broad authority to determine the specific methods of meeting these requirements by preparing and approving a Citizen Participation Plan and preparation of its annual report. In order to modify the CAC or its responsibilities, the City Council would need to amend its Citizen Participation Plan. The CAC, its composition and policies are also outlined in the City's Municipal Code. Changes which conflict with the current ordinance would also require the City Council to amend the current ordinance.

If the City Council would like to make any changes to the Citizen Participation Plan or the CAC ordinance, staff can prepare amendments as needed which will be compliant with HUD regulations and present them to the City Council for consideration in the future.

BACKGROUND: In order to meet HUD's requirements for Citizen Participation in the CDBG process, the City has chosen to appoint a Citizens Advisory Committee to conduct public meetings and encourage public participation in the development, adoption and revision of the City's Consolidated Action Plan as well as to review applications and recommend specific allocations of CDBG funds and preparation of its annual report. The responsibilities and make-up of the CAC is outlined in the City's Citizen Participation Plan and was codified in the City's Municipal Code in 2004.

The current Citizen Participation Plan only indicates that members of the CAC must be appointed by the City Council. Section 1.25.020 – Membership indicates that the CAC shall have twenty members with each Council Member appointing four members each. All members so appointed must then be confirmed by a majority vote of the City Council.

Twenty members is significantly larger than most Commissions and Committees which provide public participation in local government. This larger format can create issues, some of which have been noted by members in the past, of allowing every member to be heard and to feel that they have had full participation in the discussion. However, the CAC as a larger body does increase the number of viewpoints and opinions and ensures significant public participation in a process that normally does not attract a large number of audience members.

- ATTACHMENTS:**
- 1) Citizen Participation Plan
 - 2) Excerpt from the South Gate Municipal Code Chapter 1.25 – Citizens Advisory Committee



City of
**South
Gate™**

CITY OF SOUTH GATE

Citizen Participation Plan

APPROVED BY CITY COUNCIL ON SEPTEMBER 22, 2020

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Introduction

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans originally adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. Since the City of South Gate previously adopted its original Citizen Participation Plan on September 28, 2004, this current Citizen Participation Plan incorporates provisions to comply with 24 CFR 91.105.

It is the policy of the City of South Gate to provide opportunities for community involvement in the planning, development, implementation, monitoring and evaluation of programs funded under the Housing and Community Development Acts of 1974 and 1977, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990.

This plan, once adopted, may be amended by the City Council, and shall remain in effect until superseded by a new plan or until the City no longer participates in the Community Development Block Grant Program (CDBG), Home Investment Partnership Program (HOME), or other program that pertain to the Consolidated Planning process as required by 24 CFR Part 91, et al.

Purpose

The City of South Gate is an entitlement jurisdiction receiving Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds directly from the US Department of Housing and Urban Development (HUD). Pursuant to the CDBG and HOME program regulations, the City is required to prepare a five-year Consolidated Plan and annual updates to guide and report on the use of CDBG and HOME funds. Annual reviews of program performance are also required.

The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods.

While the City desires and recognizes the need for citizen involvement, it is the City Council of South Gate which has final determination and responsibility for all aspects of the City's Housing and Community Development programs.

Standards of Participation

All aspects of the City's citizen participation efforts shall be conducted in an open manner with freedom of access to all interested persons. The City encourages the involvement of all groups including low and moderate income persons particularly those living in slum and blighted areas, members of minority groups and non- English speaking persons, as well as persons with mobility, visual or hearing impairments, residents of areas where a significant amount of activity is occurring or proposed, the

elderly, the business community and civic groups who are concerned about the community. The City will also provide sufficient information at the appropriate times during the program development and implementation to allow the community at large to be involved.

Scope of Participation

Citizen's Role

While this plan describes a specific citizens organization, the Citizen's Advisory Committee (CAC) is not intended to exclude any individual citizen input. All citizens of South Gate are encouraged to participate in every public meeting and to contact the Community Development Department with any questions concerning the process and the programs pertaining to the Consolidated Plan including the Community Development Block Grant Program and the HOME Investment Partnership Program or any other future programs.

The City encourages the submission of comments and written proposals by citizens regarding the affordable housing and community development program. These proposals may be submitted to the Community Development Department at any time or at any meeting of the Citizen's Advisory Committee or at any public hearing conducted by the City Council pertaining to the Consolidated Plan. The City will respond to all written proposals with 15 working days and will state the reasons for any action or inaction taken on the comments.

City's Role

Technical Assistance

To help facilitate citizen input, the City will provide technical assistance through its staff to the Citizen's Advisory Committee and to groups of low and moderate income residents who require such assistance in developing proposals for federal funding assistance as required by the federal regulations. The City will also make available, as necessary, Spanish speaking staff for public hearings relating to the Consolidated Plan. The City will publish a legal notice in a newspaper of general circulation at least ten (10) calendar days prior to a public hearing on the Consolidated Plan.

Public Information

For citizens to become informed and involved in the programs, the City will make available upon request all relevant information including:

- Material concerning the amount of funds available for proposed community development and housing activities and the range of activities that may be undertaken including the amount that will benefit persons of low and moderate income;
- Regulations and other issuances governing all aspects of the program;
- Prior application and statements, grant agreements, performance reports, substantial amendments, this Citizen Participation Plan, the Consolidated Plan, and any other reports adopted which are required by the US Department of Housing and Urban Development (HUD);
- Documents regarding other important program requirements such as contracting procedures, environmental policies, fair housing and other equal opportunity requirements and relocation

provisions such as plans to minimize displacement of persons and the type of assistance any persons displaced may receive;

- Mailings and promotional materials;
- Records of meetings and hearings; and
- Any other documents the City believes are necessary to the Consolidated Plan process.

Consolidated Plan

The U.S. Department of Housing and Urban Development (HUD) requires a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year consolidated plan and annual action plan.

The consolidated plan is a program and funding implementation plan combined in one document that states the City of South Gate's goals and objectives for housing and community planning and development. In addition, a community must have a consolidated plan approved by HUD before receiving funds under the formula grant programs; Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA).

The consolidated plan is typically a five-year strategic plan to address unmet public service and housing needs of low-income persons and families within the City. For each of the five years, an annual action plan is developed in preparation for the subsequent grant year which identifies specific activities, goals, and funding allocations.

Availability of Documents and Review Periods

A summary of the proposed Consolidated Plan will be published in a newspaper of general circulation. The summary will describe the contents and purpose of the Consolidated Plan and a list of locations where copies of the entire plan may be examined.

In a timely fashion, the Plan will be made available in an alternative format for persons needing reasonable accommodations upon written request to the City. Copies of the proposed Consolidated Plan will be available on the City's website, at City Hall in the Community Development Department, the City Clerk's office and two local libraries.

Prior to submitting the Consolidated Plan to HUD, the City will provide a thirty (30) calendar day public review period to receive comments from citizens or units of general government on the Consolidated Plan as required by HUD. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

A summary of public comments and a summary of any comments not accepted and the reasons, therefore, shall be incorporated or attached to the final Consolidated Plan.

Substantial Amendment to Consolidated Plan

A substantial amendment for the purposes of the Consolidate Plan is defined as a cumulative change equal to or more than 50% of the City's CDBG or HOME entitled for a program year. Changes in allocation priorities not amounting to 50% of the entitlement will not be considered as a substantial amendment to

the Consolidated Plan, no formal amendment to the plan requiring public review and comment is required. City Council approval of the priority changes will still be required.

The City shall provide for citizen participation in any required substantial amendment to the approved Consolidated Plan, except those for disaster emergency activities as needed. Copies of the amendment will be available on the City's website, at City Hall in the Community Development Department, the City Clerk's office, and two local libraries. There will be a thirty (30) calendar day public review period to receive comments prior to the substantial amendment being considered per HUD requirements. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

The City shall consider any written or oral comments received. A summary of these comments and a summary of any comments not accepted and the reasons, therefore, shall be attached to the substantial amendment of the Consolidated Plan.

Analysis of Impediments to Fair Housing Choice

During the development of the Consolidated Plan the City will also develop the Analysis of Impediments to Fair Housing Choice (AI). The City will consult the following services/agencies including fair housing organizations, other local governments, advocacy groups for special needs households, affordable housing providers, banks and other financial institutions, and other educational institutions to solicit their input on fair housing issues in the City. The City will solicit feedback in different ways including in person, telephone, and virtual interviews, community meetings, or surveys.

The City will include actions it plans to use to address the impediments to fair housing choice as part of its Consolidated Plan. The AI will be incorporated into the Consolidated Plan (see section: [Consolidated Plan](#)), which will be made available for public review for a 30-day period. Written comments will be accepted during the 30-day public review. A summary of the comments and views, and City responses must be made attached to the AI. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

The City will conduct a public hearing/meeting as part of the Consolidated Plan to accept public input on fair housing issues during the development stage of the Draft AI and Consolidated Plan.

Annual Action Plan

The City will invite residents, City staff, and public and private agencies that provide services related to health, economic development, public housing, and social services for children, elderly, disabled, homeless, persons with AIDS, to provide input in the development of the Annual Action Plan (AAP).

Each year the City will send out a Notice of Funding Availability (NOFA) to cooperating departments and non-profit agencies advising them that the planning cycle has begun for CDBG and HOME funds and that the City is accepting project proposals, provided funds are available. The City will conduct an eligibility

analysis on all project proposals submitted and review the eligible proposals for service provider grants for funding consideration.

The Draft Action Plan incorporating the City's proposed uses of CDBG and HOME funds will be made available for public review for a 30-day period. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

Written comments will be accepted during the 30-day public review. A summary of the comments and views, and City responses will be attached to the Action Plan.

The City Council will hold one public hearing to discuss all eligible project proposals and funding recommendations for both public service grants and capital outlay project and make funding decisions. At this public hearing, the Council will accept comments and community input on the Draft Annual Action Plan.

Substantial Amendment to Annual Action Plan

The City will formally amend its approved Action Plan whenever a decision is made to propose a substantial change to the Plan, either by:

- Carrying out an activity not previously described in the Action Plan;
- Canceling an activity previously described in the Action Plan;
- Increasing or decreasing the amount to be expended on an activity from the amount stated in the Action Plan by more than 50 percent; or
- Substantially changing the purpose, scope, location, or beneficiaries of an activity.

Changes in funding for an existing activity not amounting to more than 50 percent will not be considered as a substantial change to the Annual Action Plan; no formal amendment to the Action Plan requiring public review and comment will be required. However, City Council approval of the activity funding changes will still be required.

Substantial amendments to the Action Plan will be made available for a 30-day public review. A public hearing will not be required. Written comments will be accepted during the 30-day public review. A summary of the comments and views, and City responses must be attached to the Action Plan. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

Consolidated Annual Performance and Evaluation Report (CAPER)

A reasonable notice and opportunity to comment on the Consolidated Annual Performance and Evaluation Report (CAPER) shall be given to citizens. A legal notice will be published a minimum of ten (10) calendar days prior to public hearing and copies of the Performance Reports will be made available on the City's website, at City Hall in the Community Development Department, the City Clerk's office, and two local libraries. A public review and comment period of no less than fifteen (15) calendar days shall be provided to receive comments on the Performance Report prior to its submission to HUD. A summary of the comments shall be attached to the CAPER.

Citizen Participation Plan

Amendments to the Citizen Participation Plan (CPP) will be made available for public review for a 30-day period. Written comments will be reviewed and/or accepted during the public review period. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

Anti-Displacement

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City of South Gate will avoid the displacement of individuals from their homes whenever possible and will comply with all existing laws and regulations regarding relocation, including adherence to the Uniform Relocation Act whenever federal dollars are used to fund a project. The HOME Anti-Displacement Plan and the CDBG Relocation Plan provide further details on specific assistance and are available upon request.

Outreach

The City will attempt to increase the level of public participation of organizations in the community by soliciting participation by these groups. Invitations to attend an community input meetings on housing and non-housing community development needs will be sent to religious organizations, the South Gate Chamber of Commerce, business organizations, community service organizations including those targeting Spanish speaking residents and residents of assisted housing (Section 8 recipients).

The City shall encourage its residents, especially those residing in predominately low- and moderate-income neighborhoods, to participate in the development and subsequent adoption and implementation of the Consolidated Plan. This could be done through publications, notices, and public meetings and public hearings.

The City will also coordinate with the local Housing Authority and surrounding communities about the housing and community development plan activities related to the development of the Consolidated Plan.

Complaints

The City will make every reasonable effort to provide written responses to written complaints within fifteen (15) working days after receipt. A copy of each written citizen comment or complaint about the City's Housing and Community Development Performance Report under the Consolidated Plan, the City's assessment of the comment or complaint and a description of any action taken and written response made will be kept on file as a public record.

Citizen's Advisory Committee

The City of South Gate has established a Citizen's Advisory Committee to assist the City Council in making funding decisions relating to the CDBG and HOME programs. The functions and composition of these groups are described below.

Structure

Size and Appointment

A Citizen's Advisory Committee member shall be appointed by the City Council.

Term of Office

Each member shall serve at the pleasure of their appointing City Council member during their respective term. Term of office will automatically expire with the cessation of the service of the appointing City Council member or at which time the City Council member makes a new appointment.

Vacancies

Vacancies on the CAC shall be filled by appointment by the respective appointing City Council member. Said appointee will serve until the cessation of the service of the appointing City Council member.

Selection of Officers

The CAC shall have a Chairperson and Vice-Chairperson. Both shall be elected from and by the members of the CAC each year at the September or October meeting.

Subcommittees

The CAC may create subcommittees deemed necessary to fulfill the functions of the CAC.

Meetings

The CAC members shall receive payment for up to a total of six meetings held during the fiscal year per the following schedule:

- January: Fourth Wednesday
- February: First, Second, and Third Wednesday
- April: Fourth Wednesday
- September: Third Wednesday

The meetings shall be held at 6:00pm at the City Council Chambers in City Hall located at 8650 California Avenue, South Gate. In certain circumstances the CAC may meet virtually or in other city facilities. With proper noticing, the aforementioned CAC meetings may serve as a public hearing.

Attendance at each meeting is important. Payment is \$25.00 per meeting and a check will be mailed to the member by end of June each fiscal year if all the three following requirements have been met:

- 1) City staff must receive a completed W-9 form from the CAC member to submit to Finance Department as requested;
- 2) CAC member attends at least half of each meeting as determined by staff as Secretary according to minutes; and
- 3) CAC member is present for voting on motions as needed.

Notwithstanding, the term of office of any member will automatically expire if the member is absent from more than two meetings of the total meetings that are held (August – April) per fiscal year, without making an acceptable (typically medical) excuse to the Secretary by phone prior to the start of the meeting.

Quorums

A simple majority of the current membership, as determined by staff as Secretary and the Chairperson of the CAC, shall be in attendance at any meeting for the proceedings of the meeting to be regarded as valid.

Roles and Responsibilities

Advisory Role

The CAC is an advisory committee to the City Council. The City Council, by State law, is the responsible legislative body in matters relating to the Consolidated Plan and the Consolidated Plan process.

Review and Evaluation

The CAC may be involved in the review and evaluation of the programs carried out with Community Development Block Grant funds and HOME funds for any other program funds under the Consolidated Plan. As appropriate, progress or evaluation reports concerning the grant may be reviewed by the CAC and recommendations concerning the reports made to the City Council.

Needs and Objectives

The CAC may conduct community development needs assessments and review community objectives whenever deemed necessary by the City Council.

Citizen Participation Plan

The CAC may make recommendations concerning the Citizen Participation Plan to be adopted by the City Council.

Public Meetings and Public Hearings

The City will conduct public meetings and public hearings during various phases of the Consolidated Plan process and during each new Fiscal Program Year. All public meetings and public hearings shall be open to the public. Meetings will be held at times and at locations in the City that are convenient and accessible to potential and actual beneficiaries. Public meetings and public hearings may also be hosted virtually, upon the discretion of the City. Special accommodation shall be made for persons requesting reasonable accommodations, upon advanced notice to the City. In cases where a significant number of non-English speaking residents are reasonably expected to participate, an interpreter will be provided by the City.

Program Development

The CAC shall conduct at least one (1) public meeting prior to the submittal of the Consolidated Plan to the City Council for action. Also, separate meetings may be held for those persons and groups contacted as part of the City's outreach efforts. The goal of these meetings will be to obtain comments from citizens on housing and community development needs, including priority non-housing community development needs.

Additional Meetings

The CAC may hold additional meetings before or after the annual federal program development as it determines appropriate.

Minutes

Minutes of all six paid CAC meetings will be made available to the public by the City upon request.

Agenda

An agenda for any CAC public meeting will be submitted to the City Clerk's office.

Public Hearings

Program Development

Pursuant to HUD regulations, at least two public hearings/meetings per year are required for the Consolidated Plan development. City Staff will conduct the first public hearing/meeting to accept public input on community needs during the development stage of the Draft Consolidated Plan. The City Council will then conduct a second public hearing/meeting to accept comments on the Draft Consolidated Plan which will be provided for public review for a 30-day period. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD.

Additional Hearings

The City may hold additional public hearings for which the City shall publish a legal notice in a newspaper of general circulation. The City will follow its noticing requirements as outlined in this document.

Public Noticing Requirements

The notice for a public hearing shall be published a minimum of ten (10) days prior to the public hearing and shall contain, at minimum, the following:

- Date of hearing
- Time of hearing
- Place of hearing
- Topic to be considered
- Basic information about the topic/program

Notices shall be provided in Spanish and English and or contain a statement asking non- English-speaking residents to contact the City if they need assistance in the translation of these notices.

Contingency Plan in the Event of an Emergency/Disaster

In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to 5 calendar days.

Reprogramming of funds in the event of such an emergency will require approval by the City Council when they are in session or ratification of the reallocation when the City Council is in recess.

Chapter 1.25

CITIZENS' ADVISORY COMMITTEE

Sections:

- 1.25.010 Established.
- 1.25.020 Membership.
- 1.25.030 Term—Appointment of successor.
- 1.25.035 Disqualifying activity.
- 1.25.040 Remuneration.
- 1.25.050 Election of chairman of commission.
- 1.25.060 Removal from office.
- 1.25.070 Organization—Meetings—Rules.

1.25.010 Established.

The citizens' advisory committee has been established pursuant the community development block grant program—citizens' participation plan; and a significant objective of the citizens' advisory committee is to provide the city council with recommendations of how best to distribute community development block grant (CDBG) funds to various non-profit organizations operating and/or providing services to residents of the city and to CDBG funded city programs.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.020 Membership.

The citizens' advisory committee shall consist of twenty members. Each city council member shall be entitled to appoint four committee members from among the qualified electors of the city. Before taking office, each committee member shall be confirmed by a majority vote of the city council.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.030 Term—Appointment of successor.

A. The term of office of a member of the citizens' advisory committee shall commence upon confirmation by the city council and shall continue for the duration of the term of office of the appointing council member. If the appointing council member does not complete his or her original term of office because of death, recall election, or resignation, the commissioner shall continue to serve until confirmation by the city council of a successor.

B. Notwithstanding the preceding, the term of office of any commissioner will automatically expire if the commissioner is absent, without an excuse to the CDBG coordinator, from three consecutive regularly scheduled meetings.

C. Vacancies on the citizens' advisory committee shall be filled by appointment by the respective appointing city council member. The appointee shall serve only for the unexpired term of the person being replaced.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.035 Disqualifying activity.

In the event that any commissioner named herein files or permits a third person to file with the city clerk a notice indicating his or her candidacy for any elective office in the city of South Gate, the term of the committee member shall automatically terminate.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.040 Remuneration.

A. For attendance at the affairs of the citizens' advisory committee, a committee member shall be reimbursed the sum of twenty-five dollars for each regular meeting, or up to six annual meetings of the citizens' advisory committee.

B. It is hereby specifically resolved that the sum shall be paid to the committee as set forth above to defray their expenses and costs of travel and investigation which they shall incur, and the sum is not paid as salary or compensation for services rendered, and the payment of the sums shall in no way or manner change the status, relationship or position of the committee members that has heretofore existed.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.050 Election of chairman of commission.

Annually, in August, the commission shall elect a chairperson and vice chairperson. Both shall be elected from and by the members of the citizens' advisory committee.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.060 Removal from office.

A commissioner may be removed at any time by a majority vote of the city council.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.070 Organization—Meetings—Rules.

The citizens' advisory committee is an advisory committee to the city council. The city council, by state law, is the responsible legislative body in matters relating to the annual action plan process. The citizens' advisory committee shall be involved in the development of the annual action plan. The citizens' advisory committee may make specific funding and program recommendations on the use of community development block grant funds to the city council.

The citizens' advisory committee shall meet as specified in the citizens' participation plan, as may be amended from time to time. The citizens' advisory committee meetings are held in the council chambers at city hall, 8650 California Avenue, South Gate, and are open to the public.

While this plan describes a specific citizens' organization—the citizens' advisory committee—it is not intended to exclude any individual citizen input. All citizens of South Gate are encouraged to participate in every public meeting and to contact the city manager's office or the community development department with any questions concerning the process and the programs pertaining to the annual action plan including the community development block grant program.

(Ord. 2166 § 1 (part), 5-25-04)

RECEIVED

JAN 28 2021

Item No. 15

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:50pm

AGENDA BILL

For the Regular Meeting of: February 9, 2021
Originating Department: Parks & Recreation

Interim Director: Steve Costley / By
Steve Costley

Interim City Manager: Chris Jeffers
Chris Jeffers

SUBJECT: AD HOC PLANNING COMMITTEE FOR THE CITY'S 100TH ANNIVERSARY CELEBRATION

PURPOSE: To establish a committee to begin planning the City's 100th Anniversary Celebration.

RECOMMENDED ACTIONS: Adopt Resolution establishing the "Centennial Celebration Planning Ad Hoc Committee" to begin making plans for the City's upcoming 100th Anniversary Celebration and appointing members to serve on this Ad Hoc Committee; and

- a. Allow the Mayor to appoint a City Council Member to act and serve as the Chairperson of this Ad Hoc Committee, subject to a majority vote by the City Council;
- b. Each City Council Member will appoint two community members to serve as Ad Hoc Committee Members, subject to a majority vote of the City Council; and
- c. Appoint the Director of Parks & Recreation and the Management Analyst from the City Manager's Office as the staff liaisons.

FISCAL IMPACT: There is no fiscal impact. Creation of the Ad Hoc Committee does not require any additional funding or commit the City to any expenditures. All proposed costs and expenditures related to the activities of the Ad Hoc Committee and the proposed 100th Anniversary Celebration will first be approved by the City Council.

ALIGNMENT WITH COUNCIL GOALS: This action will support the City Council's goals to Increase Civic Engagement, Encourage Economic Development and Creating Stronger Neighborhoods.

ANALYSIS: The City will have its 100th anniversary of incorporation on January 20, 2023. Most cities that reach this landmark use the event as an opportunity for celebration, to draw attention to achievements of the City since its incorporation, and to look ahead at the potential opportunities that the future may bring. Such celebrations, if properly planned, can improve City spirit and morale, and provide a platform for promoting the "brand" of the City with developers, employers and potential residents.

In order to plan a successful event of this magnitude, a committee of involved and interested community members should begin the planning process at least two years prior to the actual event. More time allows for greater promotional opportunities and greater opportunities to secure sponsors and contributions to reduce the cost of the event to the City. With the current City Council Members being in office for the

next two years, now is an ideal time to establish the planning committee and begin recruiting and appointing interested members.

BACKGROUND: South Gate's 100th Anniversary will soon be upon us and considering all the extraordinary changes in our community, this event creates an excellent opportunity to share, promote and celebrate our City's growth and evolution as a leader in the South East Los Angeles region, and as an example of good government. In order to properly plan such a celebration and take best advantage of this unique opportunity, staff is requesting that the City Council authorize the formation of a Centennial Celebration Planning Ad Hoc Committee to assist staff in planning this exciting event.

To ensure appropriate representation, staff is recommending that the City Council appoint one of its members to act and serve as the Chairperson to this Ad Hoc Committee. In addition, staff is also recommending that each City Council Member appoint two community members representing local businesses and organizations. This will result in an eleven member committee which appointments will be subject to a majority vote by the entire City Council. Staff will return to the City Council as needed for approval of plans for the events, event budgets and schedules.

The event will be designed to highlight South Gate's recent achievements as well as its history. Local projects recently completed will hopefully be ready to be the stars of the show. Other local advancements such as the new Community College Campus will also be included as well as future opportunities such as the West Santa Ana Branch Rail Station. Every opportunity to include and promote our local business partners will also be included.

Part of the ceremonies should include the opening of a time capsule buried in front of City Hall as part of the 50th Anniversary Celebration which was intended to be opened and revealed at the 100th Anniversary Celebration in 2023. The Time Capsule is believed to be directly in front of the old City Hall Tile Mural which is located at the front steps to City Hall. Sections of the sidewalk will need to be removed to reach the time capsule. The Ad Hoc Committee will also need to decide if they wish to create and secure a new time capsule to be opened and revealed at the City's 200th Anniversary Celebration.

Most importantly, this event should be a celebration of people, family, employees, businesses and organizations. Staff and the Ad Hoc Committee will plan and organize a number of social and recreational events that will bring our community and our residents together to enjoy 100 years of successes and to look forward to an even brighter future in South Gate.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, ESTABLISHING THE “CENTENNIAL CELEBRATION
PLANNING AD HOC COMMITTEE” TO BEGIN MAKING PLANS FOR
THE CITY’S UPCOMING 100TH ANNIVERSARY CELEBRATION AND
APPOINTING MEMBERS TO SERVE ON THIS AD HOC COMMITTEE**

WHEREAS, the City of South Gate (“City”) was incorporated on January 20, 1923, and January 20, 2023 will mark the City’s 100th Anniversary;

WHEREAS, the City has grown, prospered and become a leader in the South East Los Angeles region over the past 100 years;

WHEREAS, the City has many accomplishments, a colorful history and a bright future to celebrate and which to share with its residents, businesses and surrounding communities;

WHEREAS, the City endorses and encourages the community’s participation and contributions to commemorate this centennial celebration, to recognize its history and honor the various individuals, organizations, schools and businesses that have contributed to the community, making it what it is today and leading it into what it can be in the future; and

WHEREAS, the City Council recognizes that the City’s 100th anniversary milestone is a deserving celebration of people, family, employees, businesses and organizations.

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

SECTION 1. The City Council does hereby establish the Centennial Celebration Planning Ad Hoc Committee (“Ad Hoc Committee”) comprised of a City Council Member, community members, the Director of Parks & Recreation and the Management Analyst from the City Manager’s Office.

SECTION 2. The City Council does hereby charge this Ad Hoc Committee with the planning and execution of an appropriate celebration of the City’s 100th Anniversary; shall identify milestones of South Gate that serve the residents, businesses and organizations, historical buildings, and historical events; shall establish a format for selecting those events that offer the best value, in terms of cost, memorable experience, and widest public interest; and provide regular updates to the City Council. This Ad Hoc Committee is not expected to be the central body to run every event, but to identify community partners to lead and assist in planning, funding, and executing events.

SECTION 3. The City Council does hereby authorize the Mayor to appoint a City Council Member to act and serve as the Chairperson of this Ad Hoc Committee, subject to a majority vote by the City Council, until such time they are no longer in office or are removed by a majority vote of the City Council.

SECTION 4. The City Council does hereby appoint the Director of Parks & Recreation and the Management Analyst from the City Manager’s Office as the City’s staff liaisons assigned to work with the Ad Hoc Committee Members as identified in Exhibit “A” attached hereto.

SECTION 5. The City Council does hereby authorize each City Council Member to appoint two community members to serve on this Ad Hoc Committee, subject to a majority vote by the City Council, until such time they are replaced by the appointing City Council Member.

SECTION 6. This Ad Hoc Committee is a volunteer group of community leaders that will plan and organize events, and motivate residents to participate in the 100th Anniversary Celebration.

SECTION 7. This Ad Hoc Committee shall meet as needed to discuss matters. The Chairperson of this Ad Hoc Committee may call a meeting as necessary.

SECTION 8. This Ad Hoc Committee is effective February 9, 2021, and will terminate on January 31, 2024.

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 9th day of **February 2021**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


By:  _____
Raul F. Salinas, City Attorney

Exhibit "A"

Centennial Celebration Planning Ad Hoc Committee Established February 9, 2021 by Resolution No. 2021- -CC.	
City Staff: Director of Parks & Recreation and Management Analyst from the City Manager's Office.	
Chairperson: Appointed: By: Mayor Maria Davila	
Name: Address: Phone #: Email: Appointed: By: Mayor Maria Davila	Name: Address: Phone #: Email: Appointed: By: Mayor Maria Davila
Name: Address: Phone #: Email: Appointed: By: Vice Mayor Al Rios	Name: Address: Phone #: Email: Appointed: By: Vice Mayor Al Rios
Name: Address: Phone #: Email: Appointed: By: Council Member Maria del Pilar Avalos	Name: Address: Phone #: Email: Appointed: By: Council Member Maria del Pilar Avalos
Name: Address: Phone #: Email: Appointed: By: Council Member Denise Diaz	Name: Address: Phone #: Email: Appointed: By: Council Member Denise Diaz
Name: Address: Phone #: Email: Appointed: By: Council Member Gil Hurtado	Name: Address: Phone #: Email: Appointed: By: Council Member Gil Hurtado

RECEIVED

FEB 1 2021

Item No. 16

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:20pm

AGENDA BILL

For the Regular Meeting of February 9, 2021
Originating Department: Administration

Management Analyst: Marina Urias Interim City Manager: Chris Jeffers

SUBJECT: CITY'S LEGISLATIVE PLATFORM FOR 2021

PURPOSE: To review and approve the City's Legislative Platform for 2021.

RECOMMENDED ACTION: Receive and file the City's 2021 Legislative Platform, containing the City's state and federal legislative priorities.

FISCAL IMPACT: None.

ALIGNMENT WITH COUNCIL GOALS: The 2021 Legislative Platform meets the City Council's goal to advance the City's interests, objectives and funding opportunities through various means, including a legislative program.

ANALYSIS: The purpose of the Legislative Platform is to provide a means for summarizing the City's core legislative principles for the purpose of advocacy efforts at the regional, state and federal levels. The 2021 Legislative Platform was developed using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, California Contract Cities Association and input from the Interim City Manager, as well as the City's state and federal lobbyists.

BACKGROUND: The 2021 Legislative Platform sets forth the City's legislative priorities for the 2021 legislative session and provides direction for the City's state and federal lobbyists. The City recognizes the need for an active state and federal legislative program to protect the City's interests in Sacramento and Washington, D.C. As a result, the City contracts a state and federal lobbyist firm, Joe A. Gonsalves & Son and Kiley and Associates, LLC, to provide their expertise in state and federal legislative advocacy analyses. They both help the City monitor and track state and federal grants; lobby the White House and California Congressional delegation on the City's priorities; prepare and secure letters of support; identify opportunities to showcase the City's achievements and challenges before Congressional Committees or federal agencies; provide legislative updates and a variety of resources and assistance.

Approval of the 2021 Legislative Platform also streamlines the City's process and allows City staff to effectively respond and take immediate action on pressing legislation under City Council direction. Federal and state legislative proposals and policies consistent with the City's 2021 Legislative

Platform may be supported by the City. Policies and proposals inconsistent with this Legislative Platform may be opposed by the City. For proposed legislation, either consistent with the City's Legislative Platform, City staff shall be authorized to prepare position letters with the Mayor's authorization. Items not addressed in the City's Legislative Platform will require further direction from the City Council.

The City will continue to annually update the Legislative Platform taking into account new issues or priorities as they relate to the community or other regional partners. Additionally, the policies established within the platform do not preclude City Council consideration of additional legislative matters arising throughout the year and may be presented to the City Council for consideration and action.

ATTACHMENT: 2021 Legislative Platform



CITY OF SOUTH GATE



LEGISLATIVE PLATFORM

2021



WWW.CITYOFSOUTHGATE.ORG
(323) 563-9500





ABOUT THIS LEGISLATIVE PLATFORM

The Legislative Platform establishes the City of South Gate's legislative priorities for the purpose of advocacy efforts at the regional, state and federal level. It also provides general direction to City departments, legislative advocates, delegation members and the public on our positions of support or opposition to key policy initiatives that would impact the way the City does business. The Legislative Platform was developed using the goals and objectives of the City Council.

The City will continue to annually update the Legislative Platform taking into account new issues or priorities as they relate to the community or other regional partners. Additionally, the policies established within the platform do not preclude City Council consideration of additional legislative matters arising throughout the year that may be brought forward for City Council action.



CITY OFFICIALS



MAYOR
Maria Davila



VICE MAYOR
Al Rios



COUNCIL MEMBER
Denise Diaz



COUNCIL MEMBER
Gil Hurtado



COUNCIL MEMBER
Maria del Pilar Avalos

CITY CLERK
Carmen Avalos

CITY TREASURER
Gregory Martinez

**INTERIM
CITY MANAGER**
Chris Jeffers

CITY ATTORNEY
Raul F. Salinas

LEGISLATIVE PLATFORM GOALS

- Approval of the Legislative Platform streamlines the City's process and allows City staff to effectively respond and take immediate action on pressing legislation under City Council direction.
- Federal and state legislative proposals and policies consistent with the City's Legislative Platform may be supported by the City.
- Policies and proposals inconsistent with this Legislative Platform may be opposed by the City.
- For proposed legislation, either consistent with the City's Legislative Platform, City staff shall be authorized to prepare position letters with the Mayor's authorization.
- Items not addressed in the City's Legislative Platform will require further direction from the City Council.



PUBLIC SAFETY

SUPPORT

Efforts to promote racial and social equity.

Tools and resources to address critical community challenges such as homelessness, mental health, domestic violence, drug rehabilitation and human trafficking.

Efforts to eliminate the use of illegal fireworks.

Efforts to reduce illegal access to firearms.

Measures aimed at gang suppression, prevention and intervention.

OPPOSE

Legislation to reduce and/or eliminate Asset Forfeiture revenues.

SEEK FUNDING FOR

Mental Health Service Programs.

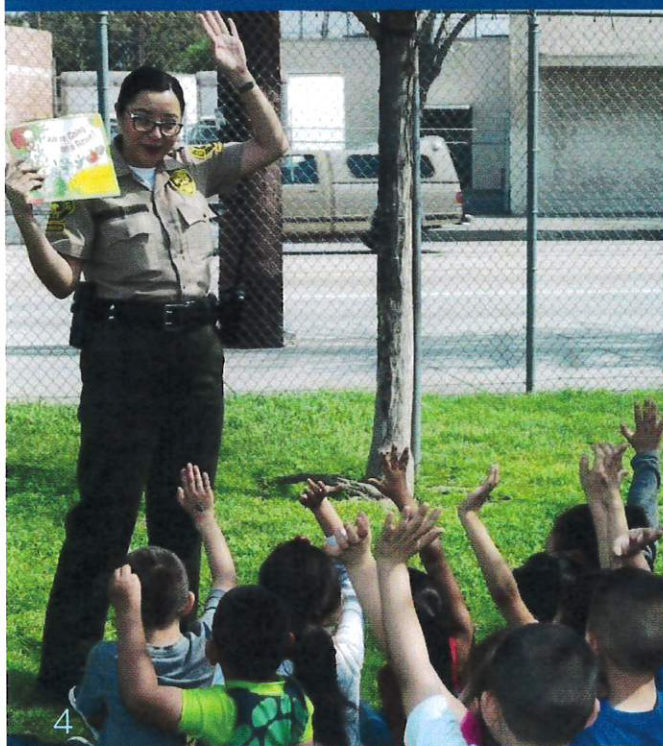
Homeless Prevention Programs.

Monitoring impacts of the early release initiative.

Gang Reduction Youth Development Programs.

Community Policing Programs.

The development of an Emergency Operation Center.





WORKFORCE AND ECONOMIC DEVELOPMENT

SUPPORT

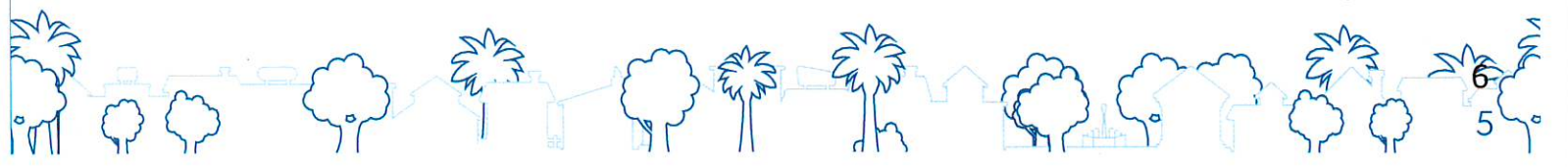
- Financial Recovery Programs that supports residents and small businesses.
- Expansion of job placement and career development programs.
- Programs aimed to develop and advance small businesses.
- Funding and financing of programs aimed at attracting new development.
- Regional business friendly principles and practices.
- Development projects benefiting the Gateway region.

OPPOSE

- New legislation that may hurt start-up businesses.

SEEK FUNDING FOR

- Business revitalization for Tweedy Blvd. and Hollydale areas.
- Establishing and maintaining a hire local program.
- Establishing and maintaining a youth employment program.
- Development of the Community Resource Center (former Courthouse building).
- Workforce Development Programs.





INFRASTRUCTURE

SUPPORT

Local and regional infrastructure improvements.

Policies and/or programs that could increase safety, enhance mobility, improve infrastructure condition, reduce environmental impacts, promote sustainability, enhance service and reliability and encourages alternative modes of transportation.

Funding and development efforts to plan and construct the West Santa Ana Branch Transit Corridor.

Additional funding to improve and maintain the nation's freight network.

Efforts to develop and revitalize the Lower Los Angeles River.

OPPOSE

Funding shifts that reduce or fail to allocate South Gate's share allocation.

SEEK FUNDING FOR

Parks projects in support of revitalizing the Lower Los Angeles River.

South Gate Park Community Center Renovation.

South Gate Regional Bikeway Connectivity Program.

Storm Water Quality and Compliance Program.

Roadway improvements for the City's main boulevards.

Park Master Plan implementation.





HEALTH AND ENVIRONMENT

SUPPORT

Legislation that ensures equitable distribution of vaccines and supplies to expand health care services.

Efforts to offer mental health counseling, homelessness prevention and food distribution programs.

Legislation improving air quality, reducing and mitigating emissions.

Legislation aimed at increasing environmentally friendly buildings, businesses and manufacturing.

Measures to continue funding and expanding parks, recreation and open spaces.

Healthy lifestyle programs aimed at eliminating obesity and hypertension.

Sustainable living programs.

Actions aimed at lowering the cost to deliver water.

Local control programs for water, watershed and catch basin review and regulation.

SEEK FUNDING FOR

Community wellness programming.

30-acre Urban Orchard Park.

Water conservation, landscape demonstration projects.

Vehicle replacement program.

Conservation and energy efficiency upgrades to City facilities. Addressing health and environmental priorities identified by Community Environmental Health Action Team (CEHAT).





GOVERNMENT ADMINISTRATION

SUPPORT

Employment equity across all functions including recruitment, hiring, training and personnel policies.

Proposals to enhance and strengthen local representation on regional commissions and task forces.

Legislation that provides for an even distribution of resources to local governments and other agencies.

OPPOSE

Unfunded state mandate programs.

Fast track bills that bypass local input.

Legislation that would take money away from local government services to balance the state budget.

Legislation reducing local government control.



EDUCATION AND HUMAN RESOURCES

SUPPORT

Efforts to provide Federal, State and local relief resources for K-12 schools and institutions of higher education.

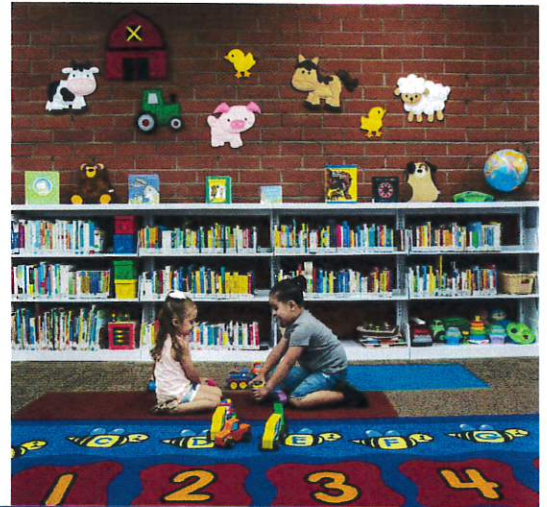
Expansion and availability of early care and education opportunities in the City.

Increasing affordability and accessibility to higher education institutions.

Improving the lives of immigrants and their families.

Initiatives aiming to increase citizenship and voter participation.

Support wage equity and increase access to healthcare.



CIVIC RESOURCES

SUPPORT

Expansion of higher education facilities in the City and surrounding communities.

OPPOSE

Closures to vital community resources not under municipal control.

SEEK FUNDING FOR

South Gate Park Community Center Renovation.





HOUSING

SUPPORT

Rental assistance programs to provide rental relief emergency assistance.

Resources to provide emergency shelters and permanent supportive housing for adults and youth.

Legislation that provides flexibility for cities to exercise local housing control to best address the needs of the community.

Legislation that creates affordable housing and transit-oriented development.

OPPOSE

Any legislation that preempts local land use authority and control.

New program mandates that are unfunded.

SEEK FUNDING FOR

Emergency assistance to help secure housing for people experiencing or at risk of homelessness.

Affordable housing options and programs for vulnerable populations.



ABOUT THE CITY OF SOUTH GATE

Located in the heart of the Los Angeles Metropolitan Area, the City of South Gate is a busy, urban community consisting of residential, commercial, and industrial development spread over 7.4 square miles. It currently ranks as the 73rd largest city in California and 17th largest in Los Angeles County with a population of 99,578. South Gate is known for its outstanding city services, remarkable parks and recreation facilities, and family-friendly environment.

Incorporated on January 20, 1923, the city is strategically located along the 710 Freeway with close access to the 105 Freeway. South Gate is 20 miles north of the Ports of Los Angeles and Long Beach, 7 miles south of downtown Los Angeles, and 13 miles east of the Los Angeles International Airport, making it an ideal location for residents in the Los Angeles County area, and a main thoroughfare for regional, national, and global transportation and trade for businesses.



CITY OF SOUTH GATE
8650 California Avenue
South Gate, CA 90280
www.cityofsouthgate.org
(323) 563-9500



City of
**South
Gate®**

RECEIVED

City of South Gate Item No. 17

CITY COUNCIL

FEB 2 2021

AGENDA BILL

CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER

9:05pm

For the Regular Meeting of: February 9, 2021

Originating Department: Administration

Interim City Manager: [Signature] Chris Jeffers

Interim City Manager: [Signature] Chris Jeffers

SUBJECT: OFFICIAL BALLOTS FOR CANDIDATES TO SERVE ON THE BOARD OF DIRECTORS OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT

PURPOSE: To consider and cast votes for the Central Basin Municipal Water District, Board of Directors candidates to serve as the "Appointed Director, At-Large - Cities" and "Appointed Director, At-Large" to represent water purveyors.

RECOMMENDED ACTIONS: The City Council will consider casting votes for the following individuals seeking appointment to the Board of Directors of the Central Basin Municipal Water District (CBMWD):

- a. Candidate Monica Heredia, Director of Public Works for the City of Pico Rivera, to serve as the CBMWD's "Appointed Director, At-Large - Cities" (sole candidate for this position); and
b. Either Candidate Michael Gualtieri, General Manager for the La Habra Heights Water District, OR Candidate Steve Bucknam, Consultant for Bucknam & Associates, to serve as CBMWD's "Appointed Director, At-Large" Water Purveyor; and
c. Direct the City Clerk to submit the Official Ballots to the CBMWD prior to the deadline, and in compliance with CBMWD's election requirements.

FISCAL IMPACT: There is no fiscal impact to the General Fund.

ANALYSIS: As a Member City of the CBMWD, the City Council has the opportunity to officially vote for these CBMWD appointed positions. Monica Heredia was nominated by water purveyors to fill John Oskoui's position whose term expires in February 2021; she is unopposed. Michael Gualtieri and Steve Bucknam were nominated by water purveyors to replace Dan Arrighi whose position has been vacant since June 2020. The appointment terms are for four years, per position. Official Ballots are due back to the CBMWD no later than Tuesday, February 16, 2021.

BACKGROUND: The Central Basin Municipal Water District (CBMWD) opened nominations for Appointed Directors during the Special Purveyor Workshop held January 7, 2021. The Water Purveyor results will be opened during a Purveyor Workshop upon receipt of all Official Ballots and the Appointed Director, At-Large will be appointed during a Special Purveyor Workshop after all the Official Ballots have been counted and certified.

Several years ago, the State conducted an audit of the CBMWD. Former Senator Ricardo Lara and Assembly Member Cristina Garcia introduced bills to address the findings of the audit, under which

they co-authored the Central Basin Accountability Package. Assembly Bill 1794 largely focused on the governance structure of the CBMWD and Senate Bill 953 focused on contracting provisions.

Approved by the Governor in 2016, Assembly Bill 1794 changed CBMWD's 5-member Board of Directors to an 8-member Board (5 elected Directors & 3 appointed Directors) until the November 8, 2022 election. This bill further changes the 8-member Board to a 7-member Board (4 elected Directors & 3 appointed Directors) after the November 8, 2022 election. The three appointed Director positions are the: (1) All Cities representative; (2) All Large Water Purveyors representative; and (3) All Water Purveyors representative. These Director positions are required to be appointed by water purveyors, and serve a 4-year term. They are required to be employed by or representatives of water purveyors. These positions were designed to be filled by technical experts in the field of water, though it is not explicitly stated in the bill. The positions have been however filled by technical experts in the past.

Established in 1952, the CBMWD has been a public water wholesaler and mitigates the over pumping of local groundwater by providing imported water. The City owns and operates its own water system, serving customers with approximately 14,400 metered connections. Though the City is in the CBMWD's service area, it has not had the need to purchase imported water since 1990. The City is self-sufficient in that it relies entirely on its water rights allocation to serve the community.

ATTACHMENTS: CBMWD's Official Ballots



CENTRAL BASIN MUNICIPAL WATER DISTRICT
OFFICIAL BALLOT (FOR CITIES)

This is an official ballot pursuant to Water Code Section 71267 as enacted in Assembly Bill 1794 and will be maintained by the District as a public record. Please cast your vote(s) for the nominated candidate of your choice only for each of the categories for which your agency qualifies under the provisions of that statute; should you have any uncertainty as to which categories for which your agency qualifies, please review Water Code section 71267. Please print clearly or type in providing the information requested, sign, date, and return this ballot to the District at 6252 Telegraph Road, Commerce, California 90040, Attention: Dr. Alejandro Rojas, General Manager.

I am casting this ballot on behalf of the City of South Gate, an incorporated city.

As a city in the District, this vote is cast for the following nominated candidate:

- Monica**
~~María~~ Heredia, City of Pico Rivera

I certify that I have the authorization and capacity to act in this regard on behalf of my agency by virtue of (check as many as apply):

- a. an express authorization by a vote of my governing board at a properly noticed public meeting on February 9, 2021
- b. my position with the agency as _____
- c. my position and authority as set forth in my agency's administrative code and/or a resolution delegating to me such general authority
- d. Other: please describe: _____

Dated: _____

Submitted by:

Carmen Avalos

Name

City Clerk

Title

Signature



CENTRAL BASIN MUNICIPAL WATER DISTRICT
OFFICIAL BALLOT (FOR CITIES)

This is an official ballot pursuant to Water Code Section 71267 as enacted in Assembly Bill 1794 and will be maintained by the District as a public record. Please cast your vote(s) for the nominated candidate of your choice only for each of the categories for which your agency qualifies under the provisions of that statute; should you have any uncertainty as to which categories for which your agency qualifies, please review Water Code section 71267. Please print clearly or type in providing the information requested, sign, date, and return this ballot to the District at 6252 Telegraph Road, Commerce, California 90040, Attention: Dr. Alejandro Rojas, General Manager.

I am casting this ballot on behalf of the City of South Gate, an incorporated city.

As a water purveyor of the District, this vote is cast for the following nominated candidate:

- Michael Gualitieri, La Habra Heights Water District
- Steve Bucknam, Bucknam & Associates

I certify that I have the authorization and capacity to act in this regard on behalf of my agency by virtue of (check as many as apply):

- a. an express authorization by a vote of my governing board at a properly noticed public meeting on February 9, 2021
- b. my position with the agency as _____
- c. my position and authority as set forth in my agency's administrative code and/or a resolution delegating to me such general authority
- d. Other: please describe: _____

Dated: _____

Submitted by:

Carmen Avalos

Name

City Clerk

Title

Signature

PARTIAL WARRANT REGISTER FOR COUNCIL MEETING OF 2/9/2021 **RECEIVED** **PART I**
(CHECK NOT APPROVED ON 1/12/2021)

apChkLst
 02/01/2021 6:00:14PM

Final Check List
 CITY OF SOUTH GATE

FEB 2 2021

Page: 1

~~CITY OF SOUTH GATE~~
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91260	1/12/2021	00004874	SO GATE CHAMBER OF COMM 1117	11/9/2020	FY 2020/2021 - 1ST QTR INSTALL	20,000.00	20,000.00
		Voucher:					
						Sub total for BANK OF THE WEST:	20,000.00
						Grand Total All Checks:	20,000.00

1 check in this report.

PARTIAL WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 2/9/2021
(CHECK NOT APPROVED ON 1/12/2021)

TOTAL PART I - ACCOUNTS PAYABLE CHECK

20,000.00

GRAND TOTAL

20,000.00

**PARTIAL WARRANT REGISTER FOR COUNCIL MEETING OF 2/9/2021
(CHECKS NOT APPROVED ON 1/26/2021)**

RECEIVED PART I

apChkLst
02/01/2021 5:55:28PM

Final Check List
CITY OF SOUTH GATE

FEB 2 2021 Page: 1

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
91390	1/26/2021	00004868	SO CALIF REHABILITATION SVC	3402091756194	3/9/2020	OMRON 5 SERIES BLOOD PRES	329.28
	Voucher:			111-1686850-2426	3/9/2020	SULTAN'S LINES FOLDABLE BAT	28.58
				2469216EPXHOW	3/9/2020	WRISTECH BLOOD PRESSURE	75.68
				111-0767395-5871	3/10/2020	KARMAN HEALTHCARE S-15 MA	625.90
				1583870726	3/10/2020	MEDLINE EMPOWER ROLLATOR	238.56
							1,298.00

Item No. 18b

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91402	1/26/2021	00000058 XEROX CORP	11806734	11/11/2020	OCT-2020 COPIER LEASE AGRM	223.04	
	Voucher:		11531952	10/12/2020	SEP-2020 COPIER LEASE AGRM	283.01	
			11531955	10/12/2020	SEP-2020 COPIER LEASE AGRM	399.17	
			12047721	12/11/2020	NOV-2020 COPIER LEASE AGRM	283.01	
			12047713	12/11/2020	NOV-2020 COPIER LEASE AGRM	223.11	
			12047716	12/11/2020	NOV-2020 COPIER LEASE AGRM	223.04	
			12047717	12/11/2020	NOV-2020 COPIER LEASE AGRM	212.39	
			12047711	12/11/2020	NOV-2020 COPIER LEASE AGRM	212.45	
			12047726	12/11/2020	NOV-2020 COPIER LEASE AGRM	212.45	
			12047724	12/11/2020	NOV-2020 COPIER LEASE AGRM	225.15	
			12047714	12/11/2020	NOV-2020 COPIER LEASE AGRM	283.01	
			12047725	12/11/2020	NOV-2020 COPIER LEASE AGRM	154.07	
			12047712	12/11/2020	NOV-2020 COPIER LEASE AGRM	311.31	
			12047728	12/11/2020	NOV-2020 COPIER LEASE AGRM	263.69	
			12047720	12/11/2020	NOV-2020 COPIER LEASE AGRM	263.54	
			12047715	12/11/2020	NOV-2020 COPIER LEASE AGRM	263.69	
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			12047722	12/11/2020	NOV-2020 COPIER LEASE AGRM	376.59	
			11806735	11/11/2020	OCT-2020 COPIER LEASE AGRM	212.39	
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			11806739	11/11/2020	OCT-2020 COPIER LEASE AGRM	283.01	
			12047710	12/11/2020	NOV-2020 COPIER LEASE AGRM	547.61	
			12047719	12/11/2020	NOV-2020 COPIER LEASE AGRM	222.97	
			12047727	12/11/2020	NOV-2020 COPIER LEASE AGRM	311.31	
			11806745	11/11/2020	OCT-2020 COPIER LEASE AGRM	311.31	
			11806740	11/11/2020	OCT-2020 COPIER LEASE AGRM	376.59	
			11806730	11/11/2020	OCT-2020 COPIER LEASE AGRM	223.04	
			11806743	11/11/2020	OCT-2020 COPIER LEASE AGRM	154.07	
			11806728	11/11/2020	OCT-2020 COPIER LEASE AGRM	547.61	
			11806746	11/11/2020	OCT-2020 COPIER LEASE AGRM	263.69	
			11806729	11/11/2020	OCT-2020 COPIER LEASE AGRM	212.45	
			11806736	11/11/2020	OCT-2020 COPIER LEASE AGRM	399.17	
			11806742	11/11/2020	OCT-2020 COPIER LEASE AGRM	225.15	
			11806737	11/11/2020	OCT-2020 COPIER LEASE AGRM	222.98	
			11531958	10/12/2020	SEP-2020 COPIER LEASE AGRM	311.31	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			11577401	10/12/2020	SEP-2020 COPIER LEASE AGRM	376.59	
			11531950	10/12/2020	SEP-2020 COPIER LEASE AGRM	223.04	
			11531957	10/12/2020	SEP-2020 COPIER LEASE AGRM	154.07	
			11531959	10/12/2020	SEP-2020 COPIER LEASE AGRM	263.69	
			11531954	10/12/2020	SEP-2020 COPIER LEASE AGRM	223.04	
			11531953	10/12/2020	SEP-2020 COPIER LEASE AGRM	263.69	
			11531951	10/12/2020	SEP-2020 COPIER LEASE AGRM	223.11	
			11531956	10/12/2020	SEP-2020 COPIER LEASE AGRM	283.01	
			11806738	11/11/2020	OCT-2020 COPIER LEASE AGRM	263.54	
			11806732	11/11/2020	OCT-2020 COPIER LEASE AGRM	283.01	
			11806731	11/11/2020	OCT-2020 COPIER LEASE AGRM	223.11	
			11806733	11/11/2020	OCT-2020 COPIER LEASE AGRM	263.69	12,892.58

Sub total for BANK OF THE WEST: 14,190.58

2 checks in this report.

Grand Total All Checks: 14,190.58

PARTIAL WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 2/9/2021
(CHECKS NOT APPROVED ON 1/26/2021)

TOTAL PART I - ACCOUNTS PAYABLE CHECKS	14,190.58
GRAND TOTAL	14,190.58

WARRANT REGISTER FOR COUNCIL MEETING OF 2/9/2021

RECEIVED PART I

apChkLst
01/20/2021 9:04:42AM

Final Check List
CITY OF SOUTH GATE

Page: 1

FEB 3 2021
10:30am

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Check Total		
91405	1/21/2021	0012107	CALIFORNIA STATE DISBURSEME	Ben280659	1/21/2021	CA STATE DISB. UNIT: PAYMENT	224.76	224.76
			Voucher:					
91406	1/21/2021	00002138	FRANCHISE TAX BOARD	Ben280655	1/21/2021	GARNISHMENT - FRANCHISE TA	396.14	396.14
			Voucher:					
91407	1/21/2021	0009920	OCSE CLEARINGHOUSE SDU	Ben280657	1/21/2021	GARNISHMENT - AR CHILD SUPP	324.00	324.00
			Voucher:					

Sub total for BANK OF THE WEST: 944.90

3 checks in this report.

Grand Total All Checks: 944.90

Item No. 18c

WARRANT REGISTER FOR COUNCIL MEETING OF 2/9/2021

PART II

apChkLst
01/20/2021 12:13:29PM

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	
91408	1/20/2021	0010352	COUNTY OF LOS ANGELES	PERMIT	1/19/2021	PERMIT APPLICATION FEE FOR	126.00	126.00
Voucher:								

Sub total for BANK OF THE WEST: 126.00

1 check in this report.

Grand Total All Checks: 126.00

WARRANT REGISTER FOR COUNCIL MEETING OF 2/9/2021

PART III

apChkLst
01/25/2021 9:13:27AM

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	
91409	1/25/2021	00000898	CENTRAL BASIN MUNI WATER	SG-NOV20	1/3/2021	NOV 2020 WATER USAGE CB:M	29,029.54	29,029.54
Voucher:								
91410	1/25/2021	00000028	WATER REPLENISHMENT	4590-OCT 2020	12/21/2020	OCT 2020 ALPHA# 4590 GROU	279,505.58	279,505.58
Voucher:								

Sub total for BANK OF THE WEST: 308,535.12

2 checks in this report.

Grand Total All Checks: 308,535.12

Gray highlights indicate prepaid checks

WARRANT REGISTER FOR COUNCIL MEETING OF 2/9/2021

PART IV

apChkLst
01/27/2021 2:36:52PM

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
91411	1/27/2021	0012516	ORTIZ ENTERPRISES INC	OEI NO 009	12/18/2021	11/21/20-12/20/20 CONST SVCS	383,648.00

Voucher:

Sub total for BANK OF THE WEST: 383,648.00

1 check in this report.

Grand Total All Checks: 383,648.00

WARRANT REGISTER FOR COUNCIL MEETING OF 2/9/2021

PART V

apChkLst
02/01/2021 1:50:50PM

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
91412	2/17/2021	00004865 SO CALIF EDISON	1/16/2021	1/16/2021	BILLING PRD JAN 2021 & EE/OBE	143,926.68	143,926.68

Voucher:

Sub total for BANK OF THE WEST: 143,926.68

1 check in this report.

Grand Total All Checks: 143,926.68

Gray highlights indicate prepaid checks

WARRANT REGISTER FOR COUNCIL MEETING OF 2/9/2021

PART VI

apChkLst
02/02/2021 8:44:04AM

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	
91413	2/9/2021	00003502	ABC BATTERY INC.	6591	12/11/2020	CAR BATTERY	278.02	278.02
		Voucher:						
91414	2/9/2021	00003971	ADMINSURE INC.	13901	1/20/2021	FEB 2021 - WORK COMP CLAIM /	9,224.00	9,224.00
		Voucher:						
91415	2/9/2021	0010065	AFC HYDRAULIC SEALS &	30531	12/21/2020	HOSE ASSEMBLY	80.32	
		Voucher:		30527	12/21/2020	HOSE ASSEMBLIES	125.69	
				21092	12/18/2020	2 HOSE ASSEMBLIES	125.69	
				43942	12/21/2020	HOSE ASSEMBLE FOR UNIT 288	80.32	412.02
91416	2/9/2021	0011325	ALAN'S LAWN & GARDEN CENTE	992867	12/7/2020	GROUNDS EQUIPMENT- MAINTE	677.44	
		Voucher:		996905	1/4/2020	REPLACEMENT PART FOR MAIN	215.10	
				1000096	1/19/2021	PARKS - HEDGE TRIMMER	323.24	
				995745	12/22/2020	HEDGE TRIMMER/CHANINSAW	638.85	1,854.63
91417	2/9/2021	0009798	ANIMAL FRIENDS PET HOTEL	422872	11/12/2020	NOV 2020: VETERINARY SERVIC	1,002.50	1,002.50
		Voucher:						
91418	2/9/2021	0007290	APW KNOX-SEEMAN	15992917	12/22/2020	PROFILE BLADES	109.72	
		Voucher:		16024591	1/6/2021	OIL DRAIN	20.63	
				15985009	9/19/2020	CONTROL ARM	50.39	
				16018502	1/4/2021	GEAR AND SEAL	37.80	
				16022356	1/5/2021	STOCK INVENTORY: LAMPS, AIR	150.08	368.62
91419	2/9/2021	00003529	AT&T	960-449-6558-12/	12/1/2020	BILLING PRD- 12/01/20 -12/31/20	235.20	
		Voucher:		960-449-6558-01/	1/1/2021	BILLING PRD- 01/01/21 -01/31/21	235.54	470.74
91420	2/9/2021	00003692	AT&T MOBILITY	28728833386X011	1/2/2021	NEW ACCOUNT FOR MDCS DAT/	1,690.08	1,690.08
		Voucher:						
91421	2/9/2021	0009040	ATLAS BACKFLOW	30287	12/22/2020	31 BACKFLOW SERVICE/ REPAIF	450.01	450.01
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91422	2/9/2021	0010585	AUTOZONE STORES, INC.	5488216266	12/3/2020	WATER PUMP & DIESEL EXHAUST	166.25
	Voucher:			5488217039	12/4/2020	THERMOSTAT GASKET & COLLA	106.61
				5488217818	12/5/2020	SPEEDMOETER CABLE - UNIT 18	4.24
				5488244987	1/6/2021	HEATER HOSE - UNIT 447	42.39
				5488245713	1/7/2021	COLLANT CONNECTOR - UNIT 4	25.91
				5488218181	12/5/2020	COLLANT, STARTING FLUID & FL	134.68
				5488220834	12/9/2020	ENGINE COOLING FAN SHROUD	32.12
				5488193862		CREDIT FOR RETURNED PART, I	-18.46
				5488221674		CREDIT FOR RETURNED PART, I	-32.12
				5488221584		CREDIT FOR RETURNED PART, I	-42.32
				5488221638	12/9/2020	RADIATOR UNIT 184	160.24
91423	2/9/2021	0012900	AYON, FELIPE	Ref000280684	12/22/2020	UB REFUND CST #00054762 104	142.05
	Voucher:						579.54
91424	2/9/2021	0007921	BADGER METER, INC.	1407536	12/21/2020	RESTOCK WATER METER 3/4"	17,124.41
	Voucher:						17,124.41
91425	2/9/2021	0011873	CALIFORNIA DEPARTMENT OF T/014-001624-CY20	1/28/2021	USE TAX - CALENDAR YR 2020	1,179.00	1,179.00
	Voucher:						
91426	2/9/2021	00000759	CALIFORNIA FRAME & AXLE	61957	12/21/2020	FRONT WHEEL ALIGNMENT - UN	165.00
	Voucher:						165.00
91427	2/9/2021	0012895	CANDELARIO, LUISANA	Ref000280650	12/16/2020	UB REFUND CST #00055180 274	121.70
	Voucher:						121.70
91428	2/9/2021	0012889	CASTILLO-ZAMORA, NELLY	Ref000280192	1/11/2021	UB REFUND CST #00062292 847	111.84
	Voucher:						111.84

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91429	2/9/2021	0006239	CENTRAL FORD	365764	12/22/2020	UNIT 197	11.47
	Voucher:			365789	12/22/2020	RELAY FOR UNIT 210	38.94
				366239	1/5/2021	UNIT 198	127.77
				366181	1/4/2021	LAMP FOR UNIT 361	126.37
				365821	12/23/2020	AUTO PARTS	176.44
				365746	12/21/2020	AUTO PARTS	398.62
				366350	1/7/2021	UNIT 198	127.77
				364961	12/3/2020	UNIT 293	227.31
				365270	12/10/2020	SWITCH FOR UNIT 401	29.17
				365329	12/11/2020	UNIT 96	168.22
				365349	12/11/2020	UNIT 196	87.14
				366498	1/11/2021	UNIT 197	68.00
				C68107	12/18/2020	INTERIOR CABIN HEATING FOR	200.00
91430	2/9/2021	0010473	CEP AMERICA CALIFORNIA	10331352	12/29/2020	TIBURCIO, KELLY - (PER LEIN OI	185.78
	Voucher:						1,787.22
							185.78
91431	2/9/2021	0005839	CHAMPION CHRYSLER JEEP DOI	620383	1/11/2021	DOOR HINGE - UNIT 183	62.70
	Voucher:			618969	12/23/2020	AIR EVAPORATOR - UNIT 140	298.32
				Ref000280190	1/11/2021	UB REFUND CST #00056296 572I	35.00
91432	2/9/2021	0012842	CLASS TELECOM LLC				35.00
	Voucher:						35.00
91433	2/9/2021	0012713	CMR: DE LA PAZ, JOSE	NOV 17 & DEC 1	1/14/2021	NOV 17 & DEC 1 2020 - PLANNIN	250.00
	Voucher:						250.00
91434	2/9/2021	0008971	CMR: DELGADO, JOSE G.	NOV 17 & DEC 1	1/14/2021	NOV 17 & DEC 1 2020 - PLANNIN	250.00
	Voucher:						250.00
91435	2/9/2021	0010997	CMR: INZUNZA, FABIOLA	NOV 17 & DEC 1	1/14/2021	NOV 17 & DEC 1 2020 - PLANNIN	250.00
	Voucher:						250.00
91436	2/9/2021	0010131	CMR: PEREZ, JENNY	NOV 17 & DEC 1	1/14/2021	NOV 17 & DEC 1 2020 - PLANNIN	250.00
	Voucher:						250.00
91437	2/9/2021	0012710	CMR:SEPULVEDA SOTO, DIEGO	NOV 17 & DEC 1	1/14/2021	NOV 17 & DEC 1 2020 - PLANNIN	250.00
	Voucher:						250.00
91438	2/9/2021	00000311	COASTLINE EQUIPMENT	761443	1/5/2021	STEP FOR UNIT 288	91.41
	Voucher:						91.41
91439	2/9/2021	00001423	DAILY JOURNAL CORPORATION	B3425945	1/7/2021	NOTICE OF HEARING: PH INCLU	210.00
	Voucher:			B3430502	1/14/2021	NOTICE OF HEARING:2021-2022	277.20
							487.20
91440	2/9/2021	00000314	DAPEER ROSENBLIT & LITVAK LL	18120	11/30/2020	NOV 2020 - SPECIALIZED LEGAL	147.30
	Voucher:			18119	11/30/2020	NOV 2020 - (CDBG) MUNICIPAL C	3,970.20
							4,117.50

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91441	2/9/2021	00004105	DELL CATALOG SALES LP	10451946258	12/8/2020	JAIL SUPPLIES- LIVE SCAN TONI	284.86	284.86
		Voucher:						
91442	2/9/2021	00001597	DFM ASSOCIATES	2021	1/19/2021	2021 CALIFORNIA ELECTIONS C	60.63	60.63
		Voucher:						
91443	2/9/2021	0012890	DIAZ-LOPEZ, PABLO	Ref000280193	1/11/2021	UB REFUND CST #00057941 494:	115.06	115.06
		Voucher:						
91444	2/9/2021	00001782	EBERHARD EQUIPMENT	90725	1/11/2021	REPLACEMENT PARTS - SNAKE	614.42	614.42
		Voucher:						
91445	2/9/2021	00004013	ELITE OPTICAL CO.	1449761	1/7/2021	SAFETY GLASSES FOR ALEX VA	261.03	
		Voucher:		1439657	1/7/2021	SAFETY GLASSES FOR HUMBEF	261.03	
				1410769-2	1/7/2021	SAFETY GLASSES FOR ADRIAN	165.16	
				1443284	1/7/2021	SAFETY GLASSES FOR OMAR A'	277.57	964.79
91446	2/9/2021	00004129	EMERGENCY RESPONSE CRIMET2020-808		12/16/2020	BLOOD CLEAN UP ON ROADWA'	750.00	750.00
		Voucher:						
91447	2/9/2021	00001917	ENTENMANN - ROVIN CO.	0155883-IN	1/5/2021	BADGES REPAIR/REFINISH/REPI	253.26	253.26
		Voucher:						
91448	2/9/2021	00000619	FALCON FUELS, INC.	29826	12/8/2020	REGULAR UNLEADED FUEL & TA	7,274.90	
		Voucher:		30166	12/16/2020	REGULAR UNLEADED FUEL & TA	3,422.38	
				29661	12/1/2020	ULTRA LOW SULFUR DIESEL & SA	4,220.02	
				29123	11/17/2020	ULTRA LOW SULFUR DIESEL & SA	3,236.81	
				30327	12/22/2020	REGULAR UNLEADED FUEL & TA	20,771.35	38,925.46
91449	2/9/2021	00002026	FEDERAL EXPRESS CORPORATI	7-232-31852	1/1/2021	FEDEX STANDARD OVERNIGHT	57.14	
		Voucher:		7-239-24143	1/8/2021	FEDEX FIRST OVERNIGHT	58.12	115.26
91450	2/9/2021	0008331	FORENSIC NURSE RESPONSE TI	12-26-20	1/1/2021	DEC 2020: START EXAMS (20-10	2,120.00	2,120.00
		Voucher:						
91451	2/9/2021	0010354	FRITTS FORD	F00157	12/28/2020	2021 F350 4X2 SUPER CAB - REF	33,398.47	33,398.47
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
91452	2/9/2021	00004934	GAS COMPANY	130 500 9400 5 01	1/13/2021	BILLING PRD- 12/10/20 -01/11/21	389.97		
				Voucher:		134 700 9400 7 01	1/13/2021	BILLING PRD- 12/10/20 -01/11/21	111.11
				189 300 9500 01/2	1/20/2021	BILLING PRD- 12/16/20 -01/15/21	1,349.56		
				126 300 9600 1 01	1/14/2021	BILLING PRD- 12/10/20 -01/12/21	19.79		
				049 200 7902 9 01	1/15/2021	BILLING PRD- 12/14/20 -01/13/21	374.85		
				049 200 7902 9 12	12/16/2020	BILLING PRD- 11/12/20 -12/14/20	176.74		
				115 800 9600 3 01	2/1/2021	BILLING PRD- 12/11/20 -1/12/21	2,026.97		
				132 600 9400 1 01	1/13/2021	BILLING PRD- 12/10/20 -01/11/21	39.60		
				186 100 7200 3 01	1/14/2021	BILLING PRD- 12/11/20 -01/12/21	1,314.80		
				094 300 7500 3 01	1/19/2021	BILLING PRD- 12/15/20 -01/14/21	664.08		
				102 000 8100 7 01	1/13/2021	BILLING PRD- 12/10/20 -01/11/21	594.70		
				013 900 7300 3 01	1/14/2021	BILLING PRD- 12/11/20 -01/12/21	1,834.45		
				045 400 7300 6 01	1/14/2021	BILLING PRD- 12/11/20 -01/12/21	182.34	9,078.96	
				91453	2/9/2021	00002524	GREEN'S CLEANERS	531432	12/31/2020
Voucher:									
91454	2/9/2021	00002577	HACH COMPANY	12251860	12/18/2020	REAGENT SET, CHLORINE FREE	1,811.59		
				Voucher:		12267031	1/1/2021	CHLORINE ANALYZER INSPECTI	1,238.00
				12267033	1/1/2021	CHLORINE ANALYZER INSPECTI	1,238.00		
				12267034	1/1/2021	CHLORINE ANALYZER INSPECTI	3,833.00		
				12267032	1/1/2021	CHLORINE ANALYZER INSPECTI	3,190.00	11,310.59	
91455	2/9/2021	0012758	HARBOR AREA FARMERS MARKE	20200831-RI	9/8/2020	RI CK# 90340: PROVIDE FOOD F	4,920.00	4,920.00	
Voucher:									
91456	2/9/2021	0011526	HASA, INC.	726079	12/17/2020	MULTI-CHLOR	535.70		
				Voucher:		726080	12/17/2020	MULTI-CHLOR	460.96
				726082	12/17/2020	MULTI-CHLOR	367.52		
				726081	12/17/2020	MULTI-CHLOR	442.27	1,806.45	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91457	2/9/2021	00000268	HOME DEPOT CREDIT SERVICES	7360225	12/16/2020	PADLOCKS FOR STREET DIVISIO	49.96	
	Voucher:		1351404	12/22/2020	BLACK POLY SHEETING TO COV	103.40		
			6351434	1/6/2021	VARIOUS TOOLS/SUPPLIES FOR	140.55		
			6511194	1/6/2021	FACILITY MAINTENANCE SUPPL	177.52		
			8340848	12/5/2020	CONCRETE PATCH FOR SIDEWA	39.46		
			7372843	12/16/2020	LOCK FOR STORAGE BOX IN ST	128.60		
			7340991	1/5/2021	SPRAY PAINT/MAINT. SUPPLIES	27.59		
			0351446	1/12/2021	REPLACEMENT SUPPLIES/SURC	86.05		
			3372970	1/19/2021	PARKS GARAGE SUPPLIES	206.35		
			7222719		CREDIT FOR RETURNED PART	-120.57	838.91	
91458	2/9/2021	0012751	HOT LINE CONSTRUCTION, INC	88691	1/11/2021	CONDUIT INTERCEPTION WORK	13,790.40	13,790.40
	Voucher:							
91459	2/9/2021	0008392	IMMIX TECHNOLOGY, INC	153889	12/17/2020	10/1/20-9/30/21: TELESTAFF MAI	4,598.40	4,598.40
	Voucher:							
91460	2/9/2021	00000681	INDUSTRIAL MAINTENANCE SRV	16296	8/26/2020	8/24/20-8/26/20: TROUBLE SHOO	2,000.00	2,000.00
	Voucher:							
91461	2/9/2021	0008222	JCL TRAFFIC SERVICES	107224	1/4/2021	LED BALLON LIGHT	2,242.19	2,242.19
	Voucher:							
91462	2/9/2021	00003715	KOSMONT COMPANIES	2005.6-006	11/30/2020	1/1/20-11/30/20: ANNEXATION PR	713.70	713.70
	Voucher:							
91463	2/9/2021	0012590	LA TRUCK & AUTO INC, NAPA AU	5156-176570	12/10/2020	SUSPENSION STRUT FOR UNIT	264.47	
	Voucher:		5156-176432	12/9/2020	STOCK ITEMS - OIL FILTER, AIR I	169.16		
			5156-179029	1/7/2021	BLASTER AIR TOOL	293.42	727.05	
91464	2/9/2021	0012896	LEON, ELADIO	Ref000280651	12/16/2020	UB REFUND CST #00062495 861	169.74	169.74
	Voucher:							
91465	2/9/2021	00004384	LIEN ON ME, INC.	10331383	1/5/2021	MEDICIAL REVIEW FOR KT CLAI	171.85	
	Voucher:		10331352	12/29/2020	MEDICIAL REVIEW FOR KT CLAI	6.26	178.11	
91466	2/9/2021	00003793	LONG BEACH BMW MOTORCYCL	38099	12/29/2020	2016 BMW - 2 TIRES, BRAKES, 1:	2,695.76	2,695.76
	Voucher:							
91467	2/9/2021	0010477	MACS 14	21520	12/4/2020	SMOG CHECK OF LIC 054049	75.00	75.00
	Voucher:							
91468	2/9/2021	0012898	MARTINEZ, GERARDO	Ref000280682	12/22/2020	UB REFUND CST #00058070 101:	56.43	56.43
	Voucher:							
91469	2/9/2021	00003815	MICHELSON LABORATORIES, INC	0595321	12/31/2020	HETEROTROPHIC PLATE - BILLII	953.75	
	Voucher:		0595322	12/31/2020	HETEROTROPHIC PLATE - DECE	918.75	1,872.50	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91470	2/9/2021	00000447	MISC - BLDG PERMITS	0200002339	12/23/2020	APPLICATION #20-2339 OWNER	63.00	63.00
		Voucher:						
91471	2/9/2021	00003458	MISC - PUBLIC WORKS	12/22/2020	12/22/2020	REIMBURSTMENT FOR NEW W/	861.18	861.18
		Voucher:						
91472	2/9/2021	0007720	MRI SOFTWARE, LLC.	US-INV1091402	11/20/2020	10/20/20-11/19/20 - IVR PHONE C	6.02	6.02
		Voucher:						
91473	2/9/2021	00004969	NATIONAL READY MIXED CONCR	760596	12/12/2020	CONCRETE FOR 10508 WASHIN	700.86	700.86
		Voucher:						
91474	2/9/2021	0012515	NATIONAL TESTING NETWORK, I	7946	1/15/2021	JAN 2021-JAN 2022 ANNUAL NTN	500.00	500.00
		Voucher:						
91475	2/9/2021	0009990	NATURE'S SELECT PET FOOD	3932	12/28/2020	DOG FOOD FOR COOK/MAILO (1	94.81	94.81
		Voucher:						
91476	2/9/2021	0012202	NUMA NETWORKS	28118	1/4/2021	YEAR2 - OFFSITE BACKUPS	2,000.00	2,000.00
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91478	2/9/2021	00001414 OFFICE DEPOT	141664776001		CREDIT FOR RETURNED PART, I	-21.07	
	Voucher:		139927414001	12/14/2020	INVENTORY PO/PURELL HAND S	865.24	
			142930418001	12/11/2020	DESK & PRINTER STAND FOR SI	322.22	
			142933753001	12/11/2020	DESK & PRINTER STAND FOR SI	158.75	
			138644310001	12/1/2020	OFFICE SUPPLIES	21.08	
			138876824001	12/1/2020	OFFICE SUPPLIES	1,341.25	
			138903187001	12/1/2020	OFFICE SUPPLIES	74.34	
			139265459001	12/1/2020	OFFICE SUPPLIES	122.54	
			141322322001	12/1/2020	OFFICE SUPPLIES	63.06	
			138440982001	12/10/2020	OFFICE SUPPLIES	411.08	
			141355768001	12/10/2020	OFFICE SUPPLIES & WATER	55.62	
			141678424001	12/10/2020	OFFICE SUPPLIES	341.90	
			142943440001	12/10/2020	OFFICE SUPPLIES	296.33	
			143032669001	12/10/2020	OFFICE SUPPLIES	285.51	
			143048594001	12/10/2020	OFFICE SUPPLIES	259.27	
			143570479001	12/10/2020	OFFICE SUPPLIES	368.19	
			143519032001	12/10/2021	OFFICE SUPPLIES	60.64	
			143375290001	12/15/2020	OFFICE SUPPLIES	78.71	
			143531472001	12/15/2020	OFFICE SUPPLIES	829.58	
			143894189001	12/15/2020	OFFICE SUPPLIES	74.75	
			144781551001	12/15/2020	OFFICE SUPPLIES	677.01	
			143520850001	12/16/2021	OFFICE SUPPLIES	12.67	
			143976807001	12/17/2020	OFFICE SUPPLIES	779.53	
			144011256001	12/17/2020	OFFICE SUPPLIES	41.83	
			144642799001	12/17/2020	OFFICE SUPPLIES	910.92	
			144851557001	12/17/2020	OFFICE SUPPLIES	52.88	
			144852449001	12/17/2020	OFFICE SUPPLIES	16.75	
			145435550001	12/17/2020	OFFICE SUPPLIES	159.30	
			145446373001	12/17/2020	MONITOR PRIVACY FILTER (PW)	160.61	
			145446372001	12/18/2020	DUAL MONITOR STAND (PW)	104.73	
			138910270001	12/2/2020	OFFICE SUPPLIES	47.40	
			144021902001	12/20/2020	SPACKE HEATER (PARKS)	132.27	
			144664310001	12/21/2020	USB FLASH DRIVES (PW)	66.13	
			130491979001	12/22/2020	SURGE PROTECTOR	27.55	
			144344482001	12/22/2020	OFFICE SUPPLIES	10.67	

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			144355906001	12/22/2020	OFFICE SUPPLIES	477.45		
			145446192001	12/22/2020	WIRELESS MOUSE ((PW)	18.73		
			144343781001	12/23/2020	OFFICE SUPPLIES	178.54		
			144129974001	12/24/2020	OFFICE SUPPLIES	84.33		
			140318665001	12/3/2020	PLANTRONICS HEADSET (PARK:	80.47		
			140887079001	12/3/2020	OFFICE SUPPLIES	368.32		
			140889014001	12/3/2020	OFFICE SUPPLIES	15.07		
			141482271001	12/3/2020	OFFICE SUPPLIES	32.22		
			141484750001	12/3/2020	BATTERY BACKUP (PD)	351.37		
			140888984001	12/4/2020	SWIFFER REFILLS (PARKS)	26.44		
			140888995001	12/4/2020	OFFICE SUPPLIES	26.45		
			140889005001	12/4/2020	WALL MAP (PARKS)	23.92		
			140889013001	12/4/2020	OFFICE SUPPLIES	8.81		
			142765103001	12/6/2020	OFFICE SUPPLIES	243.16		
			140889004002	12/8/2020	OFFICE SUPPLIES	53.22		
			141416542001	12/8/2020	OFFICE SUPPLIES	99.90	11,297.64	
91479	2/9/2021	0007984	O'REILLY AUTO PARTS	3063-385367	1/5/2021	TOOL - MAINTENANCE	25.35	
	Voucher:			3063-386431	1/12/2021	SERVICE JACK FOR PARKS' SHC	363.81	
				3063-381734	12/9/2020	AUTO PARTS UNIT 660	26.95	
				3063-381933	12/11/2020	AUTO PARTS UNIT 240	78.53	
				3063-381683	12/9/2020	AUTO PARTS UNIT 200	44.45	
				3063-387660	1/19/2021	TIRE INFLATOR FOR PARK YARD	50.15	
				3063-386433	1/12/2021	REPLACEMENT PARTS FOR MOI	359.38	
				3063-382216	12/12/2020	UNIT S200	15.85	
				3063-381861	12/10/2020	UNIT S200	11.44	
				3063-381777	12/9/2020	AUTO PARTS UNIT 660	66.49	
				3063-385161	1/4/2021	STARTER	227.62	
				3063-385430	2/1/2021	UNIT 152	74.75	
				3063-382226	12/12/2020	AUTO PARTS UNIT 116	17.62	
				3063-385417	1/5/2021	AUTO PARTS UNIT 121	9.24	
				3063-383653	12/23/2020	AUTO PARTS ACTUATORS	274.39	1,646.02
91480	2/9/2021	00004582	PARKHOUSE TIRE INC	1010777045	12/30/2020	TIRES FOR CITY VEHCILES	733.22	733.22
	Voucher:							
91481	2/9/2021	0011294	PARKWOOD LANDSCAPE	100138	4/30/2020	ANNUAL LANDSCAPE MAINT / F)	20,777.00	20,777.00
	Voucher:							

Bank : botw BANK OF THE WEST		(Continued)							
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
91482	2/9/2021	0008045	PD: CLEARS INC.	2021-M RODRIGU	12/15/2020	2021 MEMBERSHIP DUES: MANL	50.00	50.00	
			Voucher:						
91483	2/9/2021	0008712	PD: MARIN, DERRICK	1-2877	12/21/2020	PER DEIM & MILAGE: TRAINING	340.70	340.70	
			Voucher:						
91484	2/9/2021	0009670	PD: OROZCO, MIGUEL	1-2876	1/19/2021	TRAINING-TRAFFIC COLLISION I	534.50	534.50	
			Voucher:						
91485	2/9/2021	00000380	PD: PEREZ, EDWARD	2020/2021	1/27/2021	9/08/20-12/14/2020 FY2020-2021 I	3,000.00	3,000.00	
			Voucher:						
91486	2/9/2021	00003721	PLUMBERS DEPOT INC.	PD-47211	1/4/2021	1" STRAIGHT CRIMP FITTING	303.99	303.99	
			Voucher:						
91487	2/9/2021	0009511	PRADO FAMILY SHOOTING RANC	5464	11/16/2020	11/13/20: FIREARMS TRAINING -	400.00		
			Voucher:	5517	1/10/2021	01/08/2021- TRAINING- RANGE R	400.00	800.00	
91488	2/9/2021	0005572	QUINN POWER SYSTEMS	WO370156156	12/8/2020	GENERATORS ENGINE WORK - I	674.33	674.33	
			Voucher:						
91489	2/9/2021	0012899	QUINTANA, MARICELA	Ref000280683	12/22/2020	UB REFUND CST #00063404 101:	124.66	124.66	
			Voucher:						
91490	2/9/2021	00000416	RAPID-O-PRINT	21598	11/2/2020	PERMIT PAPER BUILDING DIV	845.62		
			Voucher:	21815	12/7/2020	PERSONNEL TRANSACTION FOF	523.69	1,369.31	
91491	2/9/2021	0012894	REELAND INVESTMENTS	Ref000280649	12/16/2020	UB REFUND CST #00063849 867:	100.79	100.79	
			Voucher:						
91492	2/9/2021	0011545	RELX, INC.	1431080-2020113:	11/30/2020	NOV 2020: MONTHLY SUBSCRIP'	732.45		
			Voucher:	1431080-2020123	12/31/2020	DEC 2020: MONTHLY SUBSCRIP'	732.45		
				1431080-2020103	10/31/2020	OCT 2020: MONTHLY SUBSCRIP'	732.45	2,197.35	
91493	2/9/2021	0012901	RIOS, JASMINE	Ref000280685	12/22/2020	UB REFUND CST #00062643 390:	143.00	143.00	
			Voucher:						
91494	2/9/2021	00002735	ROADLINE PRODUCTS, INC.	16167	12/7/2020	HIGH PRODUCTION AIRLESS SP	4,725.11	4,725.11	
			Voucher:						
91495	2/9/2021	0012709	RRM DESIGN GROUP	510	1/18/2021	DESIGN REVIEW SERVICES FOF	2,482.50	2,482.50	
			Voucher:						
91496	2/9/2021	0009447	RWC GROUP	XA301003564:01	12/4/2020	SERVICE HEAVY DUTY TRUCK A	1,100.65		
			Voucher:	XA301006770:01	1/5/2021	DPF FOR UNIT 240	175.00	1,275.65	
91497	2/9/2021	00004821	S & J SUPPLY COMPANY, INC.	S100162428.001	10/26/2020	2 INCH COPPER PIPING	2,687.90	2,687.90	
			Voucher:						
91498	2/9/2021	00003882	S A RENTERIA AUTO PARTS	442741	2/1/2021	UNIT 240	471.87		
			Voucher:	443428	1/12/2021	SUPPLIES FOR SMALL EQUIPME	76.71	548.58	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91499	2/9/2021	0010999 SAFNA ENGINEERING	10237	1/11/2021	DEC 2020 PROJECT MGMT SERV	21,063.00	21,063.00
		Voucher:					
91500	2/9/2021	0012888 SALAZAR, VIKY	Ref000280191	1/11/2021	UB REFUND CST #00056205 601-	41.12	41.12
		Voucher:					
91501	2/9/2021	00000322 SAM'S CLUB	575225236	1/7/2021	INVENTORY PO/ FOAM CUPS, SF	190.21	190.21
		Voucher:					
91502	2/9/2021	0010623 SECTRAN SECURITY INC.	21010435	1/12/2021	JAN 2021: ARMORED TRUCK SE	280.24	280.24
		Voucher:					
91503	2/9/2021	00004338 SEQUEL CONTRACTORS INC	569-1	11/22/2020	STREET IMPROVEMENTS, CITY	347,674.35	
		Voucher:	569-2	12/22/2020	STREET IMPROVEMENTS, CITY	223,991.95	571,666.30
91504	2/9/2021	00002616 SHRED-IT US JV LLC	8181196931	12/31/2020	DECEMBER 2020 SHREDDING O	80.24	80.24
		Voucher:					
91505	2/9/2021	0005694 SIRCHIE	0474273-IN	12/22/2020	REPLACEMENT PORELON PADS	64.23	64.23
		Voucher:					
91506	2/9/2021	00004857 SMITH FASTENER COMPANY	0030370	12/10/2020	VARIOUS VEHICLE PARTS	239.74	
		Voucher:	0030408	12/11/2020	VARIOUS AUTOMOTIVE PARTS	28.44	
			0029079	9/30/2020	VARIOUS AUTOMOTIVE PARTS	965.80	1,233.98
91507	2/9/2021	0012098 SO CAL COMPTON PIPE SUPPLY	1885	12/23/2020	WATER CLAMPS	91.44	
		Voucher:	1814	10/30/2020	HYD EXT	183.69	
			1900	1/13/2021	FORD WRAP	29.03	
			1887	12/29/2020	WATER SUPPLIES	818.01	1,122.17
91508	2/9/2021	0009420 SPARKLETTS	15758432 010821	1/8/2021	DS SERVICES STANDARD COFF	446.25	446.25
		Voucher:					
91509	2/9/2021	00004897 ST FRANCIS MED CT	10331383	1/5/2021	K. TIBURICO CLAIM 11272020TB	615.10	615.10
		Voucher:					
91510	2/9/2021	0009017 STATEWIDE TRAFFIC SAFETY&SI	02023340	10/12/2020	12-CONE SIGN VERTICAL ARRO	1,132.96	
		Voucher:	02023843	11/20/2020	8CP36FLO120 CP 36 FLO 3' WHT	1,965.70	
			02024112	12/16/2020	TRAFFIC CONTROL DEVICES	1,071.62	
			S1141201	10/30/2020	3D TYPE I BARRICADE 24"X8/6" I	1,996.58	6,166.86
91511	2/9/2021	00004908 STATUS ONE MEDICAL INC	612377	12/21/2020	FIRST AID SUPPLIES	60.64	60.64
		Voucher:					
91512	2/9/2021	00004906 SWRCB FEES	LW-1028975	12/18/2020	07/1/20-06/30/21- LARGE WATER	31,625.00	31,625.00
		Voucher:					
91513	2/9/2021	0012184 TEXTRON SPECIALIZED VEHICLE	92412488	1/7/2021	REPLACEMENT PARTS	30.70	30.70
		Voucher:					

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91514	2/9/2021	0012838	THE SPYGLASS GROUP, LLC	19865	1/27/2021	SPYGLASS GROUP LLC	4,815.56	4,815.56
		Voucher:						
91515	2/9/2021	00003851	THOMSON REUTERS	843621982	1/1/2021	DEC 2020 - WEST INFORMATION	417.99	417.99
		Voucher:						
91516	2/9/2021	0008153	TIME WARNER CABLE-	0507757111520	11/15/2020	11/15/20-12/14/20: FOR CITY YAR	25.23	
		Voucher:		0008335010121	1/1/2021	01/1/21-01/31/21 BILLING PRD- AI	161.26	
				0879974122920	1/27/2021	12/29/2020-01/28/21 PD INTERNE	91.72	
				0044267122720	12/27/2020	DEC 2020: ACCT# 8448 20 899 00	283.36	
				0507757121520	12/15/2020	2/15/20-1/14/21: ACCT# 8448 30 0	25.39	586.96
91517	2/9/2021	00005245	TWEEDY MILE ASSOCIATION	FY 2019/20	9/3/2020	REMITTANCE OF FY 2019/20 TM/	20,794.77	20,794.77
		Voucher:						
91518	2/9/2021	00004657	TYLER TECHNOLOGIES	045-321510	12/1/2020	TYLER TECHNOLOGIES MAINTEN	73,212.79	73,212.79
		Voucher:						
91519	2/9/2021	0008005	U.S. BANK-PARS ACCT#67460225FEB 2021		2/1/2021	FEB 2021: PARS SUPPLMNTL RE	5,574.78	5,574.78
		Voucher:						
91520	2/9/2021	00004964	UNDERGROUND SERVICE ALER	1220200192	1/1/2021	DIGALERT TICKETS - 302	506.65	
		Voucher:		DSB20197103	1/1/2021	REGULATORY COSTS FOR BILL/	154.27	660.92
91521	2/9/2021	0011926	URM TECHNOLOGIES, INC.	0063477	12/31/2020	DEC 2020: C001982 DOCUMENT	34.20	
		Voucher:		0063478	12/31/2020	DEC 2020: C001982VACCNT DOC	28.50	
				0063479	12/31/2020	DEC 2020: C001982VAP DOCUME	47.34	
				0063480	12/31/2020	DEC 2020: C001982VAR DOCUME	11.10	
				0063481	12/31/2020	DEC 2020: C001982... DOCUMEN	74.52	
				0063482	12/31/2020	DEC 2020: C001982VPAYROLL DC	17.10	
				0063483	12/31/2020	DEC 2020: C001982VPERS DOCU	45.60	258.36
91522	2/9/2021	00003928	US BANK TRUST N.A.	788757000 - FEB :	2/1/2021	FEB 2021: COSG 2005 PENSION	167,493.33	167,493.33
		Voucher:						
91523	2/9/2021	00000379	VERIZON BUSINESS	09430213	1/25/2021	BILLING -12/15/2020 -01/14/2021	40.00	
		Voucher:		06478522	12/10/2020	BILLING -11/01/2020 - 11/30/2020	82.52	
				06948377	1/10/2021	BILLING -12/01/2020 - 12/31/2020	85.93	208.45
91524	2/9/2021	00001848	VERIZON WIRELESS	9869866159	12/23/2020	BILLING PRD- 11/24/20-12/23/20-	114.03	114.03
		Voucher:						
91525	2/9/2021	0012897	VILLA, FRANCISCO	Ref000280681	12/22/2020	UB REFUND CST #00052817 104	50.07	50.07
		Voucher:						

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91526	2/9/2021	00002634	VULCAN MATERIALS COMPANY	72795092	12/9/2020	ENVIROMENTAL FEE AGG AND A	322.75	
	Voucher:		72810114	12/28/2020	ENVIROMENTAL FEE-AGG & ASF	1,050.09		
			72810113	12/28/2020	ENVIROMENTAL FEE-AGG & ASF	732.96		
			72810115	12/28/2020	ENVIROMENTAL FEE-AGG & ASF	286.52		
			72810116	12/28/2020	ENVIROMENTAL FEE-AGG & ASF	194.93		
			72818469	1/8/2021	ASPHALT, BASE, EMULSION PRC	185.06		
			72769049	11/11/2020	ASPHALT, BASE, EMULSION PRC	331.79	3,104.10	
91527	2/9/2021	00000028	WATER REPLENISHMENT DISTRI	4590-NOV 2020	1/26/2021	NOV 2020 - ALPHA# 4590 GROU	273,156.74	273,156.74
	Voucher:							
91528	2/9/2021	00002593	WAXIE'S SANITARY SUPPLY	79756598	1/20/2021	INVENTORY PO/ JANITORIAL SU	6,012.02	6,012.02
	Voucher:							
91529	2/9/2021	0010471	WEBSTER'S BEE'S REMOVAL SR	1014	10/8/2020	BEE REMOVAL: 5266 ALMIRA AVI	235.00	235.00
	Voucher:							
91530	2/9/2021	0010476	WECK LABORATORIES INC	WOL1773-COSOU	12/30/2020	WATER QUALITY SAMPLING	70.00	
	Voucher:		WOL1604-COSOU	12/29/2020	WATER QUALITY SAMPLING	75.00		
			WOL1517-COSOU	12/27/2020	WATER QUALITY SAMPLING	70.00		
			WOL0960-COSOU	12/16/2020	WATER QUALITY SAMPLING	60.00		
			WOL0961-COSOU	12/16/2020	WATER QUALITY SAMPLING	30.00		
			WOL1128-COSOU	12/18/2020	WATER QUALITY SAMPLING	70.00		
			WOL1603-COSOU	12/29/2020	WATER QUALITY SAMPLING	15.00		
			WOL1516-COSOU	12/27/2020	WATER QUALITY SAMPLING	190.00	580.00	
91531	2/9/2021	0009146	WESTERN GRAPHIX	54020	1/5/2020	REPAIR TO JAIL WRIST BAND LA	154.75	154.75
	Voucher:							
91532	2/9/2021	0006745	XTREME AUTOBODY	2331	12/9/2020	2008 CHEV EXPRESS CARGO	1,205.95	1,205.95
	Voucher:							
91533	2/9/2021	00003442	YOUNGBLOOD & ASSOCIATES, I	11336A	1/7/2021	PRE-EMPLOYMENT POLYGRAP	300.00	
	Voucher:		1337A	1/7/2021	PRE-EMPLOYMENT POLYGRAP	300.00		
			1341A	1/7/2021	PRE-EMPLOYMENT POLYGRAP	300.00	900.00	
91534	2/9/2021	00000062	ZIEGLER'S HARDWARE& SUPPLY	10315	12/11/2020	OPEN TRENCH LIGHTS FOR USE	69.42	69.42
	Voucher:							
1492020	11/9/2020	0012838	THE SPYGLASS GROUP, LLC	19865-A	7/11/2020	TELECOMMUNICATION SERVICE	91,495.68	91,495.68
	Voucher:							
Sub total for BANK OF THE WEST:							1,524,531.82	

121 checks and 1 wire transfer in this report.

Grand Total All Checks and Wire Transfers: 1,524,531.82

Void Checks

Bank code: botw

<u>Check #</u>	<u>Date</u>
91477	2/9/2021

WARRANT REGISTER FOR COUNCIL MEETING OF 2/9/2021

PART VII

apChkLst
01/27/2021 8:39:45AM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
2022	1/21/2021	00000343	PUBLIC EMPLOYEES RETIREMENT Ben280661	1/21/2021	PERS RETIREMENT: PAYMENT	227,950.11	227,950.11
			Voucher:				
2023	1/21/2021	00002370	INTERNAL REVENUE SERVICE Ben280663	1/21/2021	MEDICARE: PAYMENT	174,731.48	174,731.48
			Voucher:				
2025	1/21/2021	00000004	NATIONWIDE RETIREMENT SOLL Ben280665	1/21/2021	DEF COMP NATIONWIDE: PAYME	65,711.59	65,711.59
			Voucher:				
2026	1/21/2021	00001186	EMPLOYMENT DEVELOPMENT D Ben280667	1/21/2021	SDI: PAYMENT	61,542.40	61,542.40
			Voucher:				
2028	1/7/2021	00002370	INTERNAL REVENUE SERVICE Ben280125	1/7/2021	MEDICARE: PAYMENT	461.25	461.25
			Voucher:				
2029	1/7/2021	00000343	PUBLIC EMPLOYEES RETIREMENT Ben280127	1/7/2021	PERS RETIREMENT: PAYMENT	2,263.50	2,263.50
			Voucher:				
2030	1/7/2021	00000004	NATIONWIDE RETIREMENT SOLL Ben280129	1/7/2021	DEF COMP NATIONWIDE: PAYME	100.00	100.00
			Voucher:				
2031	1/7/2021	00001186	EMPLOYMENT DEVELOPMENT D Ben280131	1/7/2021	STATE WITHHOLDING TAX: PAYM	27.51	27.51
			Voucher:				
2032	1/21/2021	00004836	SEIU LOCAL 721 CTW CLC-23900 Ben280669	1/21/2021	SEIU DUES: PAYMENT	3,217.15	3,217.15
			Voucher:				
2033	1/21/2021	00004996	SEIU-COPE LOCAL 721, LA/OC CI Ben280671	1/21/2021	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
			Voucher:				
2034	1/21/2021	00004988	CHILD SUPPORT ON-LINE, STATE Ben280673	1/21/2021	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
			Voucher:				

Sub total for BANK OF THE WEST: 538,239.53

11 wire transfers in this report.

Grand Total All Wire Transfers: 538,239.53

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 2/9/2021**

TOTAL PART I - PAYROLL-RELATED CHECKS	944.90
TOTAL PART II - PREPAID CHECK (1/20/2021)	126.00
TOTAL PART III - PREPAID CHECKS (1/25/2021)	308,535.12
TOTAL PART IV - PREPAID CHECK (1/27/2021)	383,648.00
TOTAL PART V - PREPAID CHECK (2/1/2021)	143,926.68
TOTAL PART VI - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFER	1,524,531.82
TOTAL PART VII - PAYROLL-RELATED WIRE TRANSFERS	538,239.53
	<hr/>
SUB - TOTAL	2,899,952.05
LESS: VOIDS	(284,425.58)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(355,483.51)
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GRAND TOTAL	2,260,042.96
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