



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

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

TELECONFERENCE

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

MEETING ID: 832 7191 7501

<https://us02web.zoom.us/j/83271917501>

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

CALL TO ORDER	Maria Davila, Mayor
INVOCATION	Pastor Elias Gabriel, First Baptist Church
PLEDGE OF ALLEGIANCE	Randall Davis, Chief of Police
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

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 March 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: 832 7191 7501 and <https://us02web.zoom.us/j/83271917501>

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 MARCH 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.

III. Meeting Compensation Disclosure

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

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation Declaring March As American Red Cross Month

The City Council will issue a Proclamation declaring March 2021 as American Red Cross Month recognizing volunteers and donors who give of their time and resources to help those who need a helping hand. (PARKS)

Documents:

[ITEM 1 REPORT 030921.PDF](#)

2. Proclamation Declaring March As Women's History Month

The City Council will issue a Proclamation declaring March 2021 as Women's History Month to recognize women's contributions to society.
(CLERK)

Documents:

[ITEM 2 REPORT 030921.PDF](#)

V. Public Hearings

3. Ordinance Repealing Section 9.46.030 (Public Interest Agreements) Of The Municipal Code

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

- a. Waiving the reading in full and introducing Ordinance repealing Section 9.46.030 (Public Interest Agreements), in its entirety, of Chapter 9.46 (Development Impact Fee), to Title 9 (Buildings), of the South Gate Municipal Code; and
- b. Accepting the determination that the proposed amendment is Exempt from the California Environmental Quality Act.

Documents:

[ITEM 3 REPORT 030921.PDF](#)

4. Resolution Repealing The Fee Assessed To File A Liability Claim Form

The City Council will conduct a Public Hearing to consider adopting a **Resolution** _____ amending Resolution No. 7668 (Schedule of Fees) to repeal the fee assessed for an individual or entity to file a liability claim form. (CM)

Documents:

[ITEM 4 REPORT 030921.PDF](#)

VI. Comments From The Audience

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

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

VII. Reports And Comments From City Officials

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

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

VIII. Consent Calendar Items

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

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

5. Agreement With Charter Communications Operating, LLC (Spectrum Enterprise)

The City Council will consider: (PD)

- a. Approving Agreement with Charter Communications Operating, LLC on behalf of Spectrum Enterprise for Fiber Internet Access for a three-year term in the annual amount of \$20,388, for a total of \$61,164 over the three-year term; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 5 REPORT 030921.PDF](#)

6. Amendment No. 1 To Contract No. 3463 With Ron's Maintenance, Inc.

The City Council will consider: (PW)

- a. Approving Amendment No. 1 to Contract No. 3463 with Ron's Maintenance, Inc., suspending three storm drain catch basin cleaning cycles this Fiscal Year 2020/21 and extending the contract term by one-year to provide the three storm drain catch basin cleaning cycles between July 1, 2021 and June 30, 2022, to be funded with the remainder of the contract balance in the amount \$40,000; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 6 REPORT 030921.PDF](#)

7. Amendment No. 1 To Contract No. 3549 With National Plant Services, Inc.

The City Council will consider: (PW)

- a. Approving Amendment No. 1 to Contract No. 3549 with National Plant Services, Inc., suspending Sanitary Sewer Main Closed Circuit Television (CCTV) Inspection Services this Fiscal Year 2020/21 and extending the contract term by one-year through August 31, 2023; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 030921.PDF](#)

8. Contract Change Order No. 1 To Contract No. 2020-43-CC With Sequel Contractors, Inc.

The City Council will consider: (PW)

- a. Approving Contract Change Order No. 1 to Contract No. 2020-43-CC with Sequel Contractors, Inc., to construct a landscape median between Century Boulevard and Howery Street, under the "Garfield Avenue, From South City Limit to Jefferson Avenue, and Imperial Highway, From West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL- 5257(030), and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No.496-ST, Federal Project No. HSIPL-5257(032),"in an amount not-to-exceed \$275,182;
- b. Authorizing the Director of Administrative Services to transfer

\$200,000 in Measure R funds from Account No. 311-790-31-9457 (Capital Projects Fund-Firestone/Otis Widening & Imperial Hwy Median) to Account No. 311-790-31-9433 (Capital Projects Fund-Garfield/ Imperial Street Improvements) to fund Contract Change Order No. I; and

- c. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 1.

Documents:

[ITEM 8 REPORT 030921.PDF](#)

9. Purchase Order For The Purchase And Installation Of Broadcast Equipment For The City's Cable Channel 3

The City Council will consider: (CM)

- a. Approving Purchase Order with VMI, Inc., for the purchase and installation of new broadcast equipment for the City's government access cable channel, Channel 3, in the amount of \$34,423;
- b. Appropriating \$34,423 from the unassigned General Fund balance for the purchase and installation; and
- c. Authorizing the City's Purchasing Division to issue a Purchase Order for this project in accordance with the City's purchasing ordinance and policies.

Documents:

[ITEM 9 REPORT 030921.PDF](#)

10. Minutes

The City Council will consider: (CLERK)

- a. Approving the Regular Meeting and Special Meeting minutes of February 23, 2021; and
- b. Approving the Special Meeting minutes of February 25, 2021.

Documents:

[ITEM 10 REPORT 030921.PDF](#)

IX. Reports, Recommendations And Requests

11. Agreement With Tetra Tech

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with Tetra Tech to provide professional engineering services for the preparation of the Per- and Polyfluoroalkyl Substances (PFAS) Compliance Study for City Water Wells - City Project No. 666-WTR, in an amount not to exceed \$165,000;
- b. Appropriating \$200,000 from the Water Fund's unrestricted fund balance to Account No. 411-71-731-6101 (Water Fund - Professional Services) to fund the cost of the Per- and Polyfluoroalkyl Substances (PFAS) Compliance Study for City Water Wells - City Project No. 666-WTR; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 11 REPORT 030921.PDF](#)

12. Resolution Establishing The Centennial Celebration Planning Ad Hoc Committee

The City Council will consider 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. 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
- b. Appointing the Director of Parks & Recreation and the Management Analyst from the City Manager's Office as the staff liaisons.

Documents:

[ITEM 12 REPORT 030921.PDF](#)

13. Police Department's 2020 Crime Statistics Report

The City Council will consider receiving and filing the Police Department's Crime Statistics Report for calendar year 2020. (PD)

Documents:

[ITEM 13 REPORT 030921.PDF](#)

14. Warrant Register For March 9, 2021

The City Council will consider approving the Warrants and Cancellations for March 9, 2021. (ADMIN SVCS)

Total of Checks:	\$3,124,136.69
Voids:	(\$ 0.00)
Total Payroll Deductions:	\$ 295,309.36
Grand Total:	\$2,828,827.33

Cancellations: 91792

Documents:

[ITEM 14 REPORT 030921.PDF](#)

X. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted March 3, 2021 at 1:20 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

MAR 8 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:50am

City of South Gate

CITY COUNCIL

Item No. 1

AGENDA BILL

For the Regular Meeting of: March 9, 2021

Originating Department: Parks & Recreation

Interim Director:

Steve Costley

Steve Costley

Interim City Manager:

Chris Jeffers

Chris Jeffers

SUBJECT: PROCLAMATION DECLARING MARCH AS AMERICAN RED CROSS MONTH

PURPOSE: This item was added to the Agenda at the request of Mayor Maria Davila to declare March as American Red Cross Month to join the efforts in recognizing Red Cross volunteers and donors.

RECOMMENDED ACTION: Mayor Maria Davila will issue a Proclamation declaring March 2021 as American Red Cross Month recognizing volunteers and donors who give of their time and resources to help those who need a helping hand.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: The month of March has been recognized as American Red Cross Month since 1943 when President Franklin D. Roosevelt declared it to encourage Americans to support and donate to the American Red Cross. The American Red Cross is a humanitarian organization that provides emergency assistance, disaster relief and disaster preparedness. Every year, the American Red Cross responds to an average of more than 62,000 disasters across the country, to assist with small home fires to devastating massive disasters. During the month of March, people are encouraged to become a volunteer with the American Red Cross, donate blood and learn lifesaving skills such as first aid and cardiopulmonary resuscitation (CPR).

The City Council encourages citizens to recognize and thank American Red Cross volunteers and donors for their time and resources to the community.

ATTACHMENT: Proclamation

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring March 2021 as American Red Cross Month

WHEREAS, March is American Red Cross Month, a special time to honor the kindness of our neighbors who aid families in need every day in the City of South Gate, across the United States and around the world, and their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering;

WHEREAS, during these trying times of the Coronavirus Disease 2019 pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give blood when our country faced a severe blood shortage;

WHEREAS, here in the City of South Gate, families have relied on disaster response volunteers for comfort and hope, while coping with home fires and other disasters, the American Red Cross, serving Long Beach, South Bay, Metro & the Southeast Los Angeles regions, volunteers have supported local families in other ways also, including supplying local hospitals with blood and convalescent plasma as a treatment for COVID-19. This lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, the American Red Cross dedicates March to all those who continue to advance Clara Barton's noble legacy, and ask others to join in their commitment to care for people in need; and

NOW, THEREFORE, be it proclaimed on this 9th day of March 2021, that I, **Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby declare March 2021 as American Red Cross Month and encourage citizens to recognize and dully thank American Red Cross volunteers and donors who give of their time and resources to help those who need a helping hand.

/s/

Mayor Maria Davila

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Item No. 2

MAR 3 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:45am

AGENDA BILL

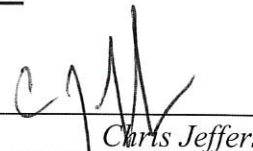
For the Regular Meeting of: March 9, 2021

Originating Department: City Clerk

City Clerk:


Carmen Avalos

Interim City Manager:


Chris Jeffers

SUBJECT: PROCLAMATION DECLARING MARCH AS WOMEN'S HISTORY MONTH

PURPOSE: This item was added to the Agenda at the request of City Clerk Carmen Avalos to declare March as Women's History Month.

RECOMMENDED ACTION: Mayor Maria Davila will issue a Proclamation declaring March 2021 as Women's History Month to recognize women's contributions to society.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: The month of March is an annual declared month that highlights the contributions of women to events in history and contemporary society. In the United States, Women's History Month traces its beginnings to the first International Women's Day in 1911. Women's History Month began as a local celebration in Santa Rosa, California. The Education Task Force of the Sonoma County Commission on the Status of Women planned and executed a "Women's History Week" celebration in 1978. The movement spread across the country as other communities initiated their own Women's History Week celebrations the following year.

From the first settlers who came to our shores, from the first American Indian families who befriended them, men and women have worked together to build this nation. Too often the women were unsung and sometimes their contributions went unnoticed. But the achievements, leadership, courage, strength and love of the women who built America was as vital as that of the men whose names we know so well. The achievements of women throughout our history is an essential and indispensable heritage from which we can draw pride, comfort, courage, and long-range vision. Understanding the true history of our country will help us to comprehend the need for full equality under the law for all our people.

Women's History Month honors and celebrates the struggles and achievements of American women throughout the history of the United States, who have struggled for the past 200 years to gain rights not simply for themselves but for many other under-represented and disenfranchised

groups in America. In 1987, the United States Congress, after being petitioned by the National Women's History Project, designated the month of March as Women's History Month.

The City Council proclaims March as Women's History Month in the City of South Gate and applauds women for all their contributions to society.

ATTACHMENT: Proclamation

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring March 2021 as

Women's History Month

WHEREAS, the City of South Gate recognizes the month of March as Women's History Month, established in 1987 by Congress to celebrate the contributions American women have made to strengthen and lead the nation since its inception;

WHEREAS, Women's History Month honors women of every race, status and ethnicity who have challenged the social and legal structures that have kept women's labor underappreciated and underrepresented throughout history to establish an equal role for women, ensuring the appreciation and value of equitable labor for future generations;

WHEREAS, American women have been leaders not only in securing their own rights of suffrage and equal opportunity but also at the forefront of every major generation to enjoy the unalienable rights, duties and responsibilities afforded equally to all citizens of the United State of America;

WHEREAS, each woman is extraordinary in her own way, proving that women working inside the home, or outside in academia, science, technology, business, labor, governance and more maintain a critical role in every sphere of society; and

NOW, THEREFORE, be it proclaimed on this 9th day of March 2021 that I, **Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council and residents, do hereby declare March 2021 as Women's History Month and applaud women for all their contributions to society.

1s/

Mayor Maria Davila

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Item No. 3

FEB 10 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:30am

City of South Gate

CITY COUNCIL

AGENDA BILL

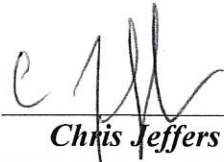
For the Regular Meeting of: March 9, 2021

Originating Department: City Manager

Interim City Manager:


Chris Jeffers

Interim City Manager:


Chris Jeffers

SUBJECT: FIRST READING OF AN ORDINANCE REPEALING SECTION 9.46.030 (PUBLIC INTEREST AGREEMENTS), OF CHAPTER 9.46 (DEVELOPMENT IMPACT FEE), TO TITLE 9 (BUILDINGS) OF THE SOUTH GATE MUNICIPAL CODE.

PURPOSE: To consider Staff's recommendation to repeal Section 9.46.030 (Public Interest Agreements), of Chapter 9.46 (Development Impact Fee), to Title 9 (Buildings) of the South Gate Municipal Code to ensure the City is relevant, clear and/or compliant with other statutory requirements.

RECOMMENDED ACTIONS: Following the conclusion of a Public Hearing, the City Council will consider:

- a. Waiving the reading in full and introducing Ordinance repealing Section 9.46.030 (Public Interest Agreements), in its entirety, of Chapter 9.46 (Development Impact Fee), to Title 9 (Buildings), of the South Gate Municipal Code; and
- b. Accepting the determination that the proposed amendment is Exempt from the California Environmental Quality Act (CEQA).

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: Section 9.46.030 (Public Interest Agreements) within Chapter 9.46 (Development Impact Fee) of the South Gate Municipal Code permits, under certain circumstances, the City to enter into certain agreements to credit, waive, defer or reduce any development impact fees upon an applicant for a particular development project. Such action can only be considered if the applicant is requested to construct and dedicate oversized public water system improvement that equal the normal impact fee from the impact fee schedule. The action could also be undertaken if the applicant presents evidence that the development project will provide a general benefit to the health, safety, and welfare of the citizens of the City of South Gate through sales tax measures that equal the expense of the impact fee in a two-year time frame after business begins operation or if the project employs one hundred full-time employee in the intended operation.

The purpose of Chapter 9.46 is to levy a development impact fee upon projects as it has been previously determined that new development will have a future impact upon the City's water infrastructure in which current customers are not responsible for or causing. Most municipalities have developed and implemented various development impact fees upon new development in order to appropriately assess the burden in which new development will have upon various infrastructure functions within the community. Areas such as water, sewer, streets and parks are typical examples in which development impact fees have been developed and adopted.

This Section 9.46.030 undermines the methodology used to develop the impact fee along with the determination that new development should pay its fair share to ensure safe and reliable water service. At the same time, it would shift the burden of those impacts to the City's general fund or to other water customers. In addition, changes in California law would require such developments to comply with the prevailing wage regulations.

Staff is unaware of any such agreements being entered into by an applicant and City. This action is the result of a review on various municipal code sections to ensure they are relevant, clear and/or compliant with other statutory requirements.

ATTACHMENTS: A. Proposed Ordinance Repealing Section 9.46.030
B. Current Chapter 9.46 (Development Impact Fees)
C. Public Hearing Notice

ORDINANCE NO. _____

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, REPEALING SECTION 9.46.030 (PUBLIC INTEREST
AGREEMENTS), IN ITS ENTIRETY, OF CHAPTER 9.46
(DEVELOPMENT IMPACT FEE), TO TITLE 9 (BUILDINGS),
OF THE SOUTH GATE MUNICIPAL CODE**

WHEREAS, on March 25, 2008, the City Council adopted Ordinance No. 2247 which added Chapter 9.46 Development Impact Fee to the South Gate Municipal Code creating the development impact fee to fund water capital projects needed to support new growth or pay the fair share costs for certain water improvement projects that new development have upon those projects;

WHEREAS, Section 9.46.030 Public Interest Agreements is contained with Chapter 9.46 and permits the City to credit, waive, reduce or defer such fees upon development projects should they demonstrate certain actions believed to benefit the health, safety and welfare of the South Gate community;

WHEREAS, such agreement could have the impact of shifting such development impacts upon the City's general fund or upon the water system customers in general. In addition, development projects availing themselves to such financial assistance by the City could subject their project to the State's prevailing wager regulations which may be more expensive than the development impact fee they would customarily pay under Chapter 9.46;

WHEREAS, Staff is unaware of any such agreement being entered into between the City and potential applicant of a development project since its adoption in 2008 thus likely indicating the usefulness of such action in effort to promote economic development is negligible at best; and

WHEREAS, the City Council did conduct a duly noticed public hearing on March 9, 2021, to take public testimony and consider adopting this Ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, 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.

SECTION 2. The City Council does hereby repeal Section 9.46.030 (Public Interest Agreements), in its entirety, of Chapter 9.46 (Development Impact Fee), to Title 9 (Buildings), of the South Gate Municipal Code.

SECTION 3. If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council

hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

SECTION 5. 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 ____ day of ____, 2021.

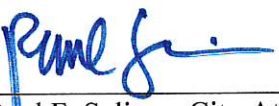
CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

Chapter 9.46 DEVELOPMENT IMPACT FEE

Sections:

9.46.010 Scope.

9.46.020 Community development department.

9.46.030 Public interest agreements.

9.46.040 Development impact fee fund.

9.46.010 Scope.

The provisions of this chapter provide for the assessment and collection of development impact fees on development activity within the city development impact fees:

- (1) Shall only be imposed for public water system improvements that are reasonably related to new development;
- (2) Shall not exceed a proportionate share of the cost of the public water system improvements (including the costs of previously constructed public water system improvements) reasonably related to new development; and
- (3) Shall not be imposed to make up for deficiencies in any previously constructed public water system improvements.

(Ord. 2247 § 1 (part), 3-25-08)

9.46.020 Community development department.

- (1) The development impact fees imposed by this chapter shall be assessed by the department of community development, on behalf of the city, at the time of application for the building permit, and shall be due and payable, in whole, at the time of issuance without interest.
- (2) Failure to pay the development impact fee for a given development activity at the time of assessment shall result in the denial of the building permit for which the owner has applied.

(Ord. 2247 § 1 (part), 3-25-08)

9.46.030 Public interest agreements.

- (1) Where the city manager determines that the public interest would be served by such an agreement, he or she is hereby authorized to execute agreements on behalf of the city with applicants in order to provide a credit to the applicant against certain development impact fees in exchange for the applicant's construction and dedication of oversized public water system improvements that equal the normal impact fee from the impact fee schedule.
- (2) The city manager is empowered to negotiate and execute agreements to defer, waive or reduce any development impact fees upon an applicant for a particular development project, but only if the city manager determines, upon evidence presented by the applicant, that (i) the development project will provide a general benefit to the health, safety, and welfare of the citizens of the city of South Gate, and will not only be of special benefit to an applicant by increasing revenue to the city of South Gate through sales tax measures that equal the expense of the impact fee in a two-year time frame after business begins operation or if the new development project employs one hundred full-time employees in the intended operation of the new development project.

(Ord. 2247 § 1 (part), 3-25-08)

9.46.040 Development impact fee fund.

- (1) There is hereby created in the city treasury a special fund designated the Service Area No. 1 development impact fee fund (the "impact fee fund"). The finance director is hereby directed to establish a separate account within the impact fee fund for each type of public facility for which development impact fees are imposed, and to deposit all development impact fees into the appropriate account in the impact fee fund upon receipt. The money in the accounts of the impact fee fund shall be invested in any investment authorized for the investment of city funds. All interest and profits derived from the investment of money in each account in the impact fee fund shall be retained in such account.
- (2) The development impact fees deposited in each account in the impact fee fund, and the interest and profit received from the investment thereof, shall be expended only for public water facilities of the type for which such development impact fees were collected.
- (3) The city shall prepare an annual report on the impact fee fund, which shows the source and amount of all moneys collected, earned or received, and the public facilities that were financed in whole or in part by development impact fees.
- (4) The development impact fees shall be established by resolution of the city council.

(Ord. 2247 § 1 (part), 3-25-08)

The South Gate Municipal Code is current through Ordinance 2020-03-CC, passed November 24, 2020.

Disclaimer: The City Clerk's office has the official version of the South Gate Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.cityofsouthgate.org/>

City Telephone: (323) 563-9500

Code Publishing Company

**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 to repeal Section 9.46.030 (Public Interest Agreements), of Chapter 9.46 (Development Impact Fee), to Title 9 (Buildings), of the South Gate Municipal Code.

A copy of the City Council Agenda Bill with the proposed Ordinance may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

DATE: TUESDAY, MARCH 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 March 9, 2021 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 call-in 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 February 10, 2021.

/s/

Carmen Avalos, City Clerk

Publication date: February 25, 2021

RECEIVED

Item No. 4

FEB 10 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

City of South Gate
CITY COUNCIL

10:10am

AGENDA BILL

For the Regular Meeting of: March 9, 2021

Originating Department: City Manager

Interim City Manager:


Chris Jeffers

Interim City Manager:


Chris Jeffers

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 7668 (SCHEDULE OF FEES) TO REPEAL THE FEE FOR FILING A LIABILITY CLAIM FORM

PURPOSE: To consider Staff's recommendation to repeal the filing fee assessed to an individual or entity for filing a liability claim form. The current fee is \$29.00.

RECOMMENDED ACTION: Following the conclusion of a Public Hearing, the City Council will consider adopting Resolution amending Resolution No. 7668 (Schedule of Fees) to repeal the fee assessed for an individual or entity to file a liability claim form.

FISCAL IMPACT: The amount of money collected annually varies depending on the actual number of liability claim forms filed with the City Clerk's Office. The fee was designed to offset the City's costs for processing such claims.

ANALYSIS: None.

BACKGROUND: Most governmental agencies adopt various fees for services delivered during the course of the business operations. These fees, in accordance with State law, cannot exceed the cost of providing the service being assessed. Local governments apply varying methodologies when calculating such fees. In some cases, the decision is to develop a fee that captures 100% of the cost to provide the service. An example of this is usually found in recreational classes offered. The methodology is that the participant should pay the full burden and the general taxpayer should not subsidize the benefit received by the participant. In other cases, the local government may decide to subsidize the costs because there is a benefit to the community or general public for the service provided. Youth recreational programs are a good example where this may occur.

Annually, such fee schedules should be reviewed and updated to ensure the costs, as set by policy, are being kept current with actual costs incurred. The City of South Gate has adopted a Master Schedule of Fees through Resolution No. 7668.

The purpose of a formalized liability claim form is that under State law, before a person or entity can take legal action against a government entity such as the City of South Gate, they must

generally provide written notice of a claim within 180 days of the act or omission they claim caused them harm or damage. Within the City's Schedule of Fees is a filing fee required to be collected when an individual or entity files a liability claim form. The liability claim form is the formalized City form through which a person who believes that they or their property have been damaged to some degree notifies the City that they believe that the City is fully or partially responsible for the alleged damage. The fee charged for filing a claim is to partially cover the costs associated with processing the claim internally with the City Attorney's office and our third party claims administrator as well as for setting the item for City Council consideration.

Upon reflection, Staff believes that this is an area where there is a general benefit achieved by repealing the fee in that filing a claim should not be contingent upon a person having sufficient funds. While most submitted claims are filed by legal firms on behalf of their client, there are instances where an individual files the claim and often the alleged costs sought to be recovered are small amounts. The City frequently determines, through the discovery process, that the alleged damage is not the result of the City's actions or omissions nor did it occur on public property. Most municipal governments do not charge a fee for filing a claim against them.

ATTACHMENT: A. Proposed Resolution amending Resolution No. 7668 (Schedule of Fees)
 B. Public Hearing Notice

RESOLUTION NO. ____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING RESOLUTION NO. 7668 (SCHEDULE OF
FEES) TO REPEAL THE FEE ASSESSED FOR AN INDIVIDUAL OR
ENTITY TO FILE A LIABILITY CLAIM FORM**

WHEREAS, the City of South Gate, like other municipalities, has adopted a Schedule of Fees listing various fees for services rendered to those individuals or entities using the services;

WHEREAS, a User Fee is a charge for a specific benefit, privilege, service or product granted directly to the payor and may not exceed the reasonable costs for a local government to provide the service;

WHEREAS, the municipal government can decide whether it may be in the interest of furthering public policy that such user fee be partially paid by the payor or not charged at all to the payor;

WHEREAS, the City currently charges a fee of \$29 to file a liability claim against the City;

WHEREAS, the filing of a liability claim form for the City to investigate and make a determination of its validity is a fee that the City has determined it will no longer assess to the payor as State law requires the payor to file a claim, in most cases, prior to them filing a court action against the local government; and

WHEREAS, the City Council did conduct a duly noticed public hearing on March 9, 2021, to take public testimony and consider adopting this Resolution.

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.

[Remainder of page left blank intentionally.]

SECTION 2. The City Council hereby adopts the following amendment to Resolution No. 7668 (Schedule of Fees) by deleting the fee for filing liability claim forms.

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 **March 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
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 to amend Resolution No. 7668 (Schedule of Fees) to repeal the fee assessed for an individual or entity to file a liability claim form.

A copy of the City Council Agenda Bill with the proposed Resolution may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

DATE: TUESDAY, MARCH 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 March 9, 2021 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 call-in 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 February 10, 2021.

/s/

Carmen Avalos, City Clerk

Publication date: February 25, 2021

RECEIVED

Item No. 5

MAR 8 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:15am

AGENDA BILL

For the Regular Meeting of: March 9, 2021

Originating Department: Police

Department Director:



Randall Davis

Interim City Manager:



Chris Jeffers

SUBJECT: SPECTRUM ENTERPRISE FIBER INTERNET SERVICE AGREEMENT

PURPOSE: To provide the City with a redundant/backup internet connection.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Agreement with Charter Communications Operating, LLC on behalf of Spectrum Enterprise for Fiber Internet Access for a three-year term in the annual amount of \$20,388, for a total of \$61,164 over the three-year term; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

GA/1/24

FISCAL IMPACT: Funds, in the amount of \$26,438, are available in the Fiscal Year 2020/21 Municipal Budget for this agreement in Account Number 522-310-12-6315 (Information Technology Fund – Technology Master Plan – Cable Services). Adequate funds are also included in the Technology Master Plan budget to cover expenditures for the duration of the contract.

ALIGNMENT WITH COUNCIL GOALS: Item No. 162 in the Fiscal Year 2019/20 Work Program is “Complete the Technology Master Plan.” On January 28, 2020, the City Council accepted the Technology Master Plan (TMP) prepared by ClientFirst Technology Consulting completing this work program item. However, now that the TMP has been completed, the work of implementing the 82 initiatives contained in the TMP has begun. One of the key initiatives of the TMP is the addition of a second internet connection to improve City network resiliency and disaster recovery capabilities.

ANALYSIS: City internet connectivity has become a critical component of the network infrastructure. Internet outages interrupt online services for residents and businesses which include water bill payments and online permits, and prevent Police Officers from retrieving information when responding to calls. In addition, staff lose electronic mail capabilities, internet access and, if working from home, the ability to remotely connect to City systems.

Over the past two years, there have been several extended internet outages at the City. In November 2020, the internet connection was down for thirty-six (36) hours. The outage was caused by vandalism at Spectrum’s service center and the subsequent investigation slowed restoration efforts. Extended duration outages really affect the residents’ and businesses’ ability to conduct City business online. In addition to the November 2020 outage, a five (5) hour outage occurred in May 2020, caused by a vendor configuration error.

To reduce the possibility for extended internet service interruptions, staff investigated alternative solutions that utilize separate fiber based services that would potentially terminate in other City facilities. Spectrum Communications maintains a separate fiber based infrastructure, with fiber terminating at the Police Department. Other than the existing internet connection, Spectrum is the only other vendor with fiber based services at City facilities. The Spectrum solution provides both vendor and facility resiliency. Meaning that internet service will continue in most scenarios if either the primary vendor failed or the City Hall computer room became unavailable.

Terminating an additional internet connection at the Police Department will also reduce the likelihood of an internet interruption impacting Police Officers and public safety. The firewall at the Police Department has sufficient capacity to support the proposed internet connection.

BACKGROUND: On January 28, 2020, the City Council accepted the Technology Master Plan (TMP) prepared by ClientFirst Technology Consulting. One of the key initiatives of the TMP is the implementation of redundant internet connections. As the City moves services to “The Cloud,” the importance of internet connectivity continues to increase. In addition, COVID-19 has dramatically increased the need for staff mobility and access to City systems from cellular phones, tablets and laptops, in most cases, using the City’s internet connection.

In the past two years, there have been several extended internet outages at the City that halted the flow of information in support of police operations. It is a Police Officer safety issue when officers are not able to get information from their mobile data computer (MDC) when responding to a call. The MDCs use the internet to connect to the Police Department’s network in order to get dispatch call information. Further, extended internet outages impact residents’ ability to pay water bills and access other web based City services. When Office 365 is implemented in March, 2021, internet service will be required for staff to access electronic mail.

The implementation of a redundant internet service at the Police Department will significantly improve the City’s internet resiliency, increase services to residents, businesses and staff and will improve Police Officer safety.

ATTACHMENT: Proposed Agreement

**SERVICES AGREEMENT
FOR FIBER INTERNET ACCESS BETWEEN THE CITY OF SOUTH GATE
AND CHARTER COMMUNICATIONS OPERATING, LLC ON BEHALF OF
SPECTRUM ENTERPRISE**

This Services Agreement for Fiber Internet Access ("Agreement") is made and entered into on March 9, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Charter Communications Operating, LLC on behalf of Spectrum Enterprise a California limited liability corporation ("Contractor"). The City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain software services for Fiber Internet Access;

WHEREAS, Contractor 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 Contractor 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 Contractor, and Contractor 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 March 9, 2021 and will remain in effect through and including March 9, 2024.
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, Contractor understands that the Chief of Police has the authority to provide that approval or authorization.
4. **CONFLICT OF INTEREST.** Contractor 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 Contractor under this Agreement. Contractor further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Contractor 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 Contractor represents that no City employee or official has a material financial interest in the Contractor's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Contractor shall not offer, encourage or accept any financial interest in the Contractor'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, Contractor 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 Contractor, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Contractor fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Contractor 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 Contractor 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 Contractor. Upon such termination, Contractor 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 Contractor, 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 Contractor 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. Contractor 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 Contractor 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. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor 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. Contractor 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 Contractor's (including Contractor's employees, representatives, products and subcontractors) negligent performance under this Agreement.

5.6 Compliance With Applicable Law. Contractor 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 Contractor 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

Contractor.

5.7.1. Contractor 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 Contractor, or any of Contractor's employees, except as herein set forth, and Contractor 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 Contractor is and shall at all times remain to City a wholly independent contractor and Contractor's obligations to City are solely such as are prescribed by this Agreement.

5.8 Contractor's Personnel.

5.8.1 All services required under this Agreement will be performed by Contractor, or under Contractor'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 Contractor 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 Contractor shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

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 Contractor.

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 Contractor pertaining to City shall be and remain the property of City. Contractor 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 Contractor, 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 Contractor.

- 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
Raul F. Salinas, City Attorney
8650 California Avenue
South Gate, CA 90280
E-mail: cavalos@sogate.org

TO CONTRACTOR:

Charter Communications Operating, LLC
German Torres
Sales Manager Government & Education
17777 Center Court Drive, Suite #800,
Cerritos, CA 90703
E-mail: German.Torres@Charter.com
Phone: 562-667-7402

- 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.** Contractor 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 Contractor 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

**CHARTER COMMUNICATIONS
OPERATING, LLC:**

By: _____
German Torres, Sales Manager
Government & Education

Date: _____

Exhibit "A"



Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Dan Thamawatanakul
Phone: 5626770245 ext:
Cell Phone: +1 5623900083
Email: dan.thamawatanakul@charter.com

Order # 11886395

Customer Information: Customer Code		
Business Name	City of South Gate PD - Fiber Account	Customer Type:
Billing Address		
Attention To:		Account Number
8620 California Ave South Gate CA 90280		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Martin Dinh	(323) 563-5400	mdinh@sogate.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Martin Dinh	(323) 563-5400	mdinh@sogate.org

Fiber Internet and Ethernet Service Order Information For 8620 California Ave South Gate CA 90280

Site Name	Address Location	Location Type	Bandwidth
	8620 California Ave South Gate, CA 90280		

New and Revised Services and Monthly Charges At 8620 California Ave , South Gate CA 90280

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
13 Static IP	1	\$0.00	\$0.00	36 Months
Fiber Internet 1G	1	\$1,699.00	\$1,699.00	36 Months
Promotional Data Discount - 2 Months Free	1	\$0.00	\$0.00	36 Months
*Total			\$1,699.00	

*Prices do not include taxes and fees.

One Time fees At 8620 California Ave , South Gate CA 90280

Description	Quantity	Sales Price	Total
Fiber Internet Access Installation Fee	1	\$0.00	\$0.00
Total			\$0.00

*Prices do not include taxes and fees.

Special Terms

Some or all of your order is subject to a promotional offer, of which the full Terms & Conditions can be found by going to the following URL:
<https://enterprise.spectrum.com/legal/2-months-free.html>

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Maria Davila, Mayor

Printed Name and Title

Date Signed



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/> ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Dan Thamawatanakul Telephone: 5626770245 Email: dan.thamawatanakul@charter.com

Customer Information				
Customer Name (Exact Legal Name): City of South Gate PD - Fiber Account			Main Tel. No.:	
Billing Address: 8620 California Ave	Suite:	City: South Gate	State: CA	Zip Code: 90280
Billing Contact Name:	Tel.No.:		E-mail:	
Authorized Contact Name: Martin Dinh	Tel.No.: (323) 563-5400		E-mail: mdinh@sogate.org	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: City of South Gate PD - Fiber Account

By:

Name (printed): Maria Davila

Title: Mayor

Date:

Spectrum Enterprise Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the “Service” and collectively the “Services”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals (“SLA Targets”) are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the “Affected Service”).

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise’s network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the “Gateway Point”).

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	On-Net			Off-Net
	Metro	Regional	National	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	≤ 10ms	≤ 25ms	≤ 125ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

¹ “On-Net” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.

² “Off-Net” includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

“Excluded Disruptions” means (i) planned outages; (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure

Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per Service
<hr/>
Total number of Priority 1 Outage trouble tickets per Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

Latency / Frame Delay=	Sum of the roundtrip delay measurements for a Service
	<hr/>
	Total # of measurements for a Service

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

RECEIVED

City of South Gate Item No. 6

CITY COUNCIL

MAR 8 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

11:05am

For the Regular Meeting of: March 9, 2021

Originating Department: Public Works

Department Director: _____

Arturo Cervantes

Interim City Manager: _____

Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3463 WITH RON'S MAINTENANCE, INC., EXTENDING THE TERM BY ONE YEAR FOR CITYWIDE STORM DRAIN CATCH BASIN MAINTENANCE SERVICE

PURPOSE: The City is under contract with Ron's Maintenance, Inc. for storm drain catch basin maintenance. As a part of the approved Fall Revise Fiscal Year 2020/21 Operating Budget, the City Council approved staff's recommendation to reduce the frequency of storm drain catch basin cleaning services to achieve a \$40,000 savings in Fiscal Year 2020/21. Amendment No. 1 provides for that. It serves to suspend three cleaning cycles this fiscal year and extends the term of the agreement one year so that the three suspended cleaning cycles may be performed next fiscal year, within the existing contract amount.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 3463 with Ron's Maintenance, Inc., suspending three storm drain catch basin cleaning cycles this Fiscal Year 2020/21 and extending the contract term by one-year to provide the three storm drain catch basin cleaning cycles between July 1, 2021 and June 30, 2022, to be funded with the remainder of the contract balance in the amount \$40,000; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

A 1/24

FISCAL IMPACT: There is no impact on the General Fund. By suspending services this fiscal year, the City will reduce expenditures by \$40,000 in the Measure W Fund in Fiscal Year 2020/21. However, the total contract amount will remain unchanged as the suspended services will be performed next Fiscal Year 2021/22. Contract No. 3463 will be funded as summarized below:

	Budget Summary				
	FY 2018/19 Water Funds	FY 2019/20 Water Funds	FY 2020/21 Measure W	FY 2021/22 Measure W	Total
Account No.	(411-731-71-6101)		(217-727-57-6101)		
Contract No. 3463	\$100,500	\$100,500	\$60,500	\$40,000	\$301,500

ANALYSIS: As a budget savings measure in the Fall Revise Budget, the City Council approved a reduction of \$40,000 in the Public Works Operating Budget and reduced the frequency of catch basin maintenance services scheduled for this fiscal year. Now that the budget has been reduced, it is necessary to formally modify catch basin maintenance services under the contract with Ron's Maintenance, Inc. Ron's Maintenance, Inc., is under a three-year contract, and this fiscal year is the third year of the contract. Under the contract, they are scheduled to perform seven catch basin cleaning cycles this fiscal year. Ron's Maintenance, Inc., agreed to suspend three catch basin cleaning cycles this year and to

perform them next fiscal year, within the current contract amount. Amendment No. 1 extends the contract term by one year to provide for that. It modifies the schedule of the scope of work requiring four cleaning cycles to be performed this fiscal year and three to be performed next fiscal year, within the current contract amount.

BACKGROUND: The Public Works Department maintains the City's storm drain system through the services of Ron's Maintenance, Inc., under Contract No. 3463. This contract was approved by the City Council on July 24, 2018, for a not-to-exceed amount of \$301,500 for the three-year term. The contracted scope of work includes general inspections, minor repair, stenciling, record keeping, and cleaning of 875 catch basins and twelve Filterra bio-filter units citywide, seven times per year, once during the dry season and six times during the wet season. It is noted that Contract No. 3463 contains a contract amount of \$693,267, however, that amount reflects an administrative oversight as the amount approved by the City Council was a not to exceed amount of \$301,500. Contract expenditures are adhering to the \$301,500 approved budget.

A total of one year of services remains under the contract. This fiscal year, Ron's Maintenance was scheduled to provide an additional seven catch basin cleaning cycles: once during the dry season and six times during the wet season. To achieve a \$40,000 budget reduction this fiscal year, three of the catch basin cleaning cycles will be suspended this fiscal year, and performed next fiscal year, within the current contract amount.

Catch basin maintenance is an integral part of maintaining the storm drain system. It removes debris from catch basins to prevent flooding of street segments. Catch basin maintenance is also necessary to comply with the City's National Pollutant Discharge Eliminations System (NPDES) Permit with the Los Angeles Regional Water Quality Control Board and its Trash Total Maximum Daily Loads, which is currently applicable to the Los Angeles River. The minimum requirement is four cleaning cycles a year. Staff's recommendation meets the minimum requirements.

Staff's recommendation is based on an understanding and familiarity with regular catch basin conditions and potential risks when reducing maintenance service frequency. Therefore, the reduction in services will be supplemented by an increase in services by City forces, if necessary, should the need arise.

Contract maintenance services are provided at a cost of \$16 per cleaning of retrofitted catch basins, \$13 per cleaning of non-retrofitted catch basins, and \$21 per cleaning of Filterra bio-filter units. Based on these figures, the total savings of eliminating three cleaning cycles is approximately \$40,000.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Contract No. 3463

JP:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 3463
EXTENDING CITYWIDE STORM DRAIN CATCH BASIN
MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND
RON'S MAINTENANCE, INC.**

This Amendment No. 1 to Contract No. 3463 extending Citywide Storm Drain Catch Basin Maintenance Services ("Amendment No. 1"), is made and entered into on March 9, 2021, and effective July 1, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Ron's Maintenance, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on July 24, 2018, the City Council approved Contract No. 3463 with Contractor ("Agreement") for Citywide Storm Drain Catch Basin Maintenance Services for a three-year term through and including June 30, 2021, in the amount of Three Hundred One Thousand Five Hundred Dollars (\$301,500); and

WHEREAS, the City and Contractor desire to execute Amendment No. 1 to the Agreement suspending three storm drain catch basin cleaning cycles this Fiscal Year 2020/21 and extending the term by one-year to provide the three storm drain catch basin cleaning cycles July 1, 2021 through and including June 30, 2022, as identified in Exhibit "A" attached hereto, at no additional cost to the City, to be funded with the remainder of the Agreement balance amount of Forty Thousand Dollars (\$40,000), under the terms and conditions of the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT:

- a. **ENGAGEMENT AND SCOPE OF WORK.** City and Contractor hereby agree to modify the scope of work by reducing the frequency of catch basin maintenance services in Fiscal Year 2020/21 to four (4) cleaning cycles and shifting three (3) cleaning cycles from Fiscal Year 2020/21 to Fiscal Year 2021/22, as identified in Exhibit "A."
- b. **COMPENSATION.** The amount of compensation paid by City to Contractor for the three storm drain catch basin cleaning cycles for Fiscal Year 2021/22 shall not exceed Forty Thousand Dollars (\$40,000); bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Three Hundred Thousand Five Hundred Dollars (\$301,500). No additional compensation shall be paid by City to Contractor pursuant to this Amendment No. 1.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force and effect. 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:

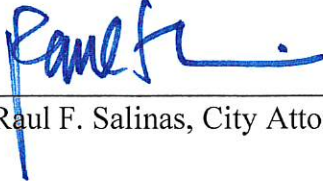
By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

RON'S MAINTENANCE, INC.:

By: _____
Ron Norman, President

Dated: _____

Exhibit "A"



Ron's Maintenance, Inc.
P.O. Box 4562, Downey, California, 90241
Email: Ronsmaintenance@aol.com
Cell: 213-359-3827 Office: 562-861-2430

February 18, 2021

Mr. Dave Torres
City of South Gate
Public Works Fields Operations
4244 Santa Ana Street
South Gate, CA 90280

RE: Contract Amendment Agreement

Dear Mr. Torres:

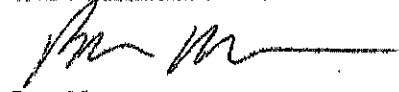
Ron's Maintenance, Inc. is in agreement with the reduction of service for this fiscal year. Catch basin/storm drain, and Filterra unit cleaning will be done four (4) times this year versus the scheduled seven (7) times for this year (2020-2021).

As of December 2020 two (2) cleanings were done, we will follow through with two (2) more cleanings before the end of this fiscal year for a total of four (4) cleaning services, as stated above, thus still keeping the City in compliance in accordance with state regulations. In addition, RM agrees to three cleaning cycles to fiscal years 2021/2022, under the current contract cost.

Ron's Maintenance Inc., looks forward on continuing on service the City of South Gate and its residents.

Please feel free to contact me with any questions.

Sincerely,
Ron's Maintenance Inc.


Ron Norman
President

5

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES ("Agreement") is entered into as of July 24, 2018 by and between the City of South Gate, a municipal corporation (the "City") and Ron's Maintenance, Inc., a California Corporation (the "Contractor"), with reference to the following facts:

RECITALS

A. City is the owner of certain facilities more particularly identified in this Agreement below and in the Exhibits attached hereto.

B. Contractor has represented and does hereby represent to the City that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to maintain those facilities, and Contractor does hereby offer to perform maintenance services with respect thereto, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

C. The City is willing to accept that offer, subject to the terms and conditions of this Agreement.

Now, therefore, the City and Contractor hereby agree as follows:

AGREEMENT

1. **Engagement and Scope of Work.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the maintenance services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Contractor Cost Proposal dated July 2, 2018 ("Proposal"), which shall be attached as part of Exhibit "B" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **Compensation Payable by City to Contractor.** The maximum amount of compensation to be paid to Contractor hereunder shall not exceed Six Hundred Ninety Three Thousand Two Hundred Sixty Seven Dollars (\$693,267), which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal attached hereto as Exhibit "B". Except as may be specifically set forth in Exhibit "B", or approved by the City on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "B", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If

Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **Term of Agreement.** The term of this Agreement ("Term") shall commence on July 24, 2018, and shall terminate on June 30, 2021, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

4. **Commencement of the Work.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City's Director of Public Works ("Director"), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.

5. **Inspection of Work.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

6. **South Gate Business License.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.

7. **Contractor Must Pay Prevailing Wages to its Employees.** This Agreement is a maintenance contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at <http://www.dir.ca.gov/OPRI/DPreWage/Determination.htm>. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this

Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **Performance Standards and Requirements.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work, and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

9. **Independent Contractor.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to

Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor 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. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. **Contractor's Representations and Warranties.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 **Familiarity with Work.** Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

11.2 **Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

11.3 **No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

11.4 **No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

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

11.6 **No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

12. **Non-Exclusivity.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit "A" which are the subject of this Agreement.

13. **No Assignment.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **Public Employees Retirement System.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by

PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

15. **Insurance.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of "all-risk", "fire legal liability", and "personal injury" insurance.

15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor's performance of (or failure to perform) its obligations under this Agreement. Each such policy shall be in the form of an Insurance Services Office ("ISO") Commercial General Liability Insurance policy, an ISO Comprehensive General Liability Insurance policy with Broad Form General Liability endorsement, or in any similar, commercially reasonable form. Without limiting the scope of coverage to be provided thereby, all such insurance shall specifically insure Contractor's performance of the indemnity provisions contained in Section 19 below as to liability for injury to or death of persons and injury or damage to property.

15.3 **Worker's Compensation Insurance.** Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.

15.4 **Automobile Liability Insurance.** Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence, and (b) Primary Property Damage of at least \$1,000,000 per occurrence.

15.5 **Qualifications of Insurers.** Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).

15.6 **City to be Named as Additional Insured Party.** All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement

(CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

15.7 **Primary Insurance.** Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.

15.8 **Blanket Policies.** Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement, or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

15.9 **Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

15.10 **Waivers of Subrogation.** The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

15.11 **Verification of Coverage.** Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf, and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidences of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

15.12 **Form of Policies.** All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

15.13 Policy Limits Do Not Limit Contractor's Liability. The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

16. Termination for Convenience. The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "Termination Notice") that specifies a termination date (the "Early Termination Date") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. Notice of Default and Termination for Cause. If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("Default Notice"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. City's Remedies for Contractor's Failure to Perform. Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 Forfeiture of Bond/Negotiation of Security. The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations, and may further cause to be negotiated any instrument of credit

deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

18.2 Performance by City at Contractor's Expense. Upon Contractor's default, the City may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced within ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or advisable. All such Work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. The City's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of the City's demand for performance. If the City elects to complete (or arrange for completion of) the remaining Work, then the City may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by the City or its designee of the remaining Work.

18.3 Issuance of Cease and Desist Order. The City may issue a cease and desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease and desist order.

18.4 Injunctive Relief. The City shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. The City shall have the right to seek such relief without showing or proving any actual damage sustained by the City, and without posting bond or other security. In connection with the City's right to apply for the injunctive relief which is the subject of this Section 18.4, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

18.5 Other Relief. The City may seek any other remedies or relief, and take any other actions, available to the City under this Agreement, at law, or in equity.

19. Indemnification and Defense. Contractor and its sureties (if any) shall indemnify, hold harmless and defend (using counsel acceptable to the City) the City and its officers, managers, directors, agents and employees from and against all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including without limitation reasonable attorney's fees, arising out of or attributable to Contractor's performance or failure to perform its obligations under this Agreement.

20. **Miscellaneous.**

20.1 **Notices.** All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Arturo Cervantes,
Director of Public Works
Telephone No.: (323) 563-9512
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Carmen Avalos
City Clerk
Telephone No.: (323) 563-9511
Fax No.: (323) 563-5411
E-mail: cavalos@sogate.org

To Contractor:

Ron's Maintenance, Inc.
P. O. Box 4562
Downey, California 90241
Attn: Ron Norman
President
Telephone No.: (213) 359 3827
Fax No.: (562) 861 2430
E-mail: ronsmaintenance@aol.com

With a copy (which shall not constitute notice)
to:
Raul Salinas, Esq.
Craig D. Hardwick, Esq.
Alvarado Smith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

20.2 **Time.** Time is of the essence of every provision contained in this Agreement.

20.3 **Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 **Successors and Assigns.** Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

20.5 **Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

20.6 **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20.7 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

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

20.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

20.10 **Entire Agreement.** This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.11 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

20.12 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

20.13 **Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

20.14 **No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

20.15 **Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

20.16 **Joint and Several Liability.** If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

20.17 **No Third-Party Beneficiaries.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

20.18 **Patriot Act Compliance.** Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is

listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).


[Remainder of page left blank intentionally]

20.19 City Council Approval Required for Effectiveness of Agreement.

Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

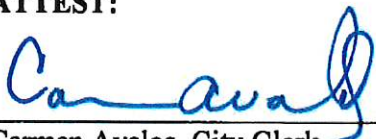
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**"CITY"
CITY OF SOUTH GATE**

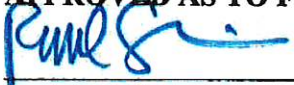
By: 
María Belén Bernal, Mayor

Dated: 07/24/18

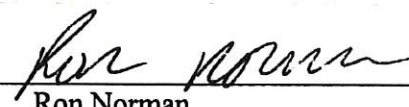
ATTEST:


Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

**"CONTRACTOR"
RON'S MAINTENANCE INC.**

By: 
Ron Norman


Title: President

Dated: 8-9-18

Exhibit "A"

Scope of Work

The types and frequencies of the maintenance work to be performed by Contractor, and the locations of the City-owned facilities at which such work is to be performed, are set forth in detail on the pages which are attached following this Exhibit "A" cover page.

16401 Paramount Boulevard
Paramount, CA 90723
562.663.6850 phone
562-634-8216 fax

www.gatewaywater.org



Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

GATEWAY WATER MANAGEMENT AUTHORITY

**REQUEST FOR PROPOSALS
FOR**

MUNICIPAL STORM SEWER CATCH BASIN CLEANING PROPOSAL

Public notice is hereby given that The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("Gateway Water Management Authority" or "GWMA") invites proposals for the above-stated project and will receive such proposals via email to bibiweiss.gateway@gmail.com or via hard copy in the office of the Gateway Water Management Authority, 16401 Paramount Blvd., CA 90723 up to the hour of Monday, October 30, 2017 at 11:00 AM

The description of work to be done is available at the offices of the Gateway Water Management Authority at 16401 Paramount Blvd., Paramount, CA 90723 or upon written request via e-mail. Direct your request to Bibi Weiss at bibiweiss.gateway@gmail.com with the subject line, "Request for Instructions and Description of Work to be Done for MSS Catch Basin Cleaning Proposal". E-mail requests without such subject line may not receive the requested information.

This is a catch basin cleaning proposal which does not require a Contractor's License or prevailing wage payments as determined by the Department of Industrial Relation (DIR) pursuant to DIR opinion PW 2005-014 (Sediment Removal from Storm Drains – California Department of Transportation). No maintenance work as provided in California Labor Code Section 1771 nor any other work requiring the payment of prevailing wages shall be performed under the contract or contracts entered into pursuant to this solicitation.

Please note this is not a low bid solicitation and each individual municipality may decide to enter into a contract with one or more of the Companies or can negotiate prices with any Company or chose another Company altogether.

Proposals must be prepared in conformance with the Instructions to Proposers
The GWMA reserves the rights to reject any or all proposals, to waive any irregularity in any proposals, and to take all proposals under advisement for a period of 30 days.

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members Artesia Avondale Bell Bell Gardens Bellflower Central Basin Municipal Water District Cerritos Compton Cudahy Downey Hawaiian Gardens Huntington Park La Habra Maywood Lakewood Long Beach Long Beach Water Department Lynwood Montebello Norwalk Paramount Redondo Beach Water District Santa Fe Springs Signal Hill South Gate Vernon Water Replenishment District of Southern California Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

**GATEWAY WATER MANAGEMENT AUTHORITY
MUNICIPAL STORM SEWER CATCH BASIN CLEANING PROPOSAL**

DESCRIPTION OF WORK TO BE DONE

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("Gateway Water Management Authority" or "GWMA") is a coalition of 26 public agencies responsible for the regional water planning needs of 2 million people in the Gateway Region of Southeast Los Angeles County.

In 2009, the Gateway Water Management Authority was awarded \$10,000,000 stimulus grant through the America Reinvestment and Recovery Act (ARRA) to retrofit over 10,000 catch basins in 16 cities tributary to the Los Angeles River to meet Trash Total Maximum Daily Load (TMDL) targets.

The Gateway Water Management Authority is now seeking proposals for cleaning of catch basins within the entire Gateway Region (Los Angeles River and San Gabriel River tributaries). The Gateway Region is comprised of the following municipalities: the cities of Artesia, Bell, Bell Gardens, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Habra Heights, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier. All, some, or none of the municipalities within the Gateway Region may accept a proposer's pricing and terms. Individual municipalities may also negotiate terms with any proposer. The maximum total number of catch basins, if all municipalities enter into contracts ("The Contracting Agencies"), is estimated at between 14,000 and 18,000. The Gateway Water Management Authority will not enter into a contract for this work.

Each proposer whose proposal is accepted will be required to clean catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS) and unmodified catch basins in accordance with the agreements entered into with the individual Contracting Agencies. Each Contracting Agency has a varying number of catch basins; therefore, proposals shall be made on a per catch basin basis and will remain in effect for 3 years from the date of acceptance.

Contract Work (the cleaning of catch basins owned by the Contracting Agencies):

Each successful proposer ("Company") shall inspect and clear all debris in catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract a minimum of one time between May 1 and September 30 of each year. In addition, the Company shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract during the months of October, January, and April. The Company shall immediately clean any catch basin sumps found to have a blocked screened inlet, screened outlet, or be at least forty percent (40%) full of trash and debris. The Company shall not perform repair, maintenance or other work that would require a Contractor's License or the payment of prevailing wages. The Company shall report to the appropriate Contracting Agency any damaged catch basin screens and missing stenciling requirements. The Company shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the appropriate Contracting Agencies within twenty-four (24) hours of discovery.

The Company shall take a photo documenting the before and after conditions of all debris cleaning, from the same vantage points, in an amount not less than five (5) of each condition. All photos

shall be at least 4 megapixel (MP) in quality, in .jpg format, and submitted with the invoice to the appropriate Contracting Agency.

Proposed pricing shall be submitted for each type of catch basin and shall include costs to clean each type for a twelve-month period including inspections and debris removal, as specified. The appropriate Contracting Agency will pay the Company for each of the required inspections and cleanings based on the Company's proposal or such other terms to which the Contracting Agency Company shall otherwise agree. Requests for payment shall be submitted to the appropriate Contracting Agency upon completion of each of the four required inspections and cleanings. The Contracting Agency may request additional cleanings based on the Company proposal.

The following tables are an approximate total of catch basins that the municipalities own and are responsible for. If the Contracting Agencies sign contracts based on this proposal, the awarding Companies are advised to work with the appropriate Contracting Agencies to arrive at an accurate and complete list of catch basins within the appropriate Contracting Agencies.

City Catch basins – San Gabriel River Watershed Catch Basins:

Artesia	0
Bellflower	125
Cerritos	344
Hawaiian Gardens	49
La Habra Heights	27
La Mirada	221
Lakewood	90
Long Beach	3
Norwalk	55
Paramount	58
Pico Rivera	83
Santa Fe Springs	312
Signal Hill	12
Whittier	59
Total	1488

Current Gateway Cities Los Angeles River Watershed Catch Basins:

	ARS CB	CPS CB	Unmodified CB
Long Beach	1130	2691	750
Vernon	13	848	46
Compton	854	1145	99
Commerce	320	545	115
South Gate	499	682	59
Montebello	881	919	135
Bell Gardens	154	248	25
Downey	76	395	43
Huntington Park	284	442	37
Lynwood	359	579	14
Paramount	229	320	
Bell	137	238	
Maywood	116	151	
Signal Hill	114	139	

Cudahy	105	130	
Pico Rivera	47	56	
Lakewood	2	2	4
Total	4452	9530	1327

Gateway Water Management Authority

INSTRUCTIONS TO PROPOSERS
FOR

MUNICIPAL STORM SEWER CATCH BASIN CLEANING PROPOSAL

Cover Letter (to be attached to the front of the Proposal Packet):

- o Introduce your company and summarize your proposal in the cover letter. Describe your understanding of the Description of Work (DOC) as well as your general approach. Include the name and telephone number of the person who is completely familiar with the proposal.
- o The proposal cover letter shall be signed by an official authorized to bind the proposer (Company) contractually.

• **Proposer (Company) Information**

- o Owner's full name and address and year company was founded

General Requirements:

- o Names of subsidiaries or parent company, if applicable
- o Names of company owners and senior management team
- o Resumes of proposed individuals that shall participate in providing services, including their title and years of experience.
- o List references for at least 3 different catch basin cleaning projects.

Note: Contractor's License and Prevailing Wage Determination are not required for this Cleaning Catch Basin Contract as described in the Request for Proposals.

Minimum Qualifications:

- o 3 years' experience of catch basin cleaning services.

A proposer's failure to provide proof of meeting the minimum qualifications shall result in an immediate rejection of the proposal.

Examination of Documents:

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this request for proposals, and that it is capable of performing quality work within the established schedule to achieve the objectives of the Contracting Agencies Management Authority as specified in this request for proposals. All proposers are required to comply with all of the provisions of this request for proposals. By submitting a bid, each proposer agrees to perform the required work at not more than the price quoted.

Addenda:

Exhibit "B"
Cost Proposal

A detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal which is attached following this Exhibit "B" cover page.



Rod's Maintenance, Inc.
P.O. Box 4562, Downey, California, 90241
Email: Ronsmaintenance@aol.com
Cell: 213-359-3827 Office: 562-861-2430

July 2, 2018

Dave Torres
Field Operations Manager
4244 Santa Ana Street
South Gate, CA 90280

Annual Inspection Services for Retrofitted and Unmodified Catch Basin In the city of South Gate

Dear Mr. Torres:

Ron's Maintenance Inc. (RMI) will perform cleaning services of 875 Catch Basins in the City of South Gate for the price of \$16.00/per basin for Retrofitted Catch basin and \$13.00/per basin for non-retrofitted catch basin cleaning and inspection 7 time Year, ones during the dry season and 6 times during the wet season as your permit requires.

RMI will perform cleaning services of 11 Filterra in the City of South Gate for the price of \$21.00/per Filterra cleaning and inspection 7 times a year, ones during the dry season and 6 times during the wet season.

The above pricing will be honored for the duration of the contract and will include any contract extensions. If you have any questions or need additional information, please feel Free to contact me directly at (213) 359-3827.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Norman", is written over a horizontal line.

Ron Norman

RECEIVED

MAR 3 2021

City of South Gate Item No. 7

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:55am

AGENDA BILL

For the Regular Meeting of: March 9, 2021

Originating Department: Public Works

Department Director: _____

Arturo Cervantes

Interim City Manager: _____

Chris Jeffers

Arturo Cervantes

Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3549 WITH NATIONAL PLANT SERVICES, INC., EXTENDING THE TERM BY ONE YEAR FOR SANITARY SEWER MAIN CLOSED CIRCUIT TELEVISION INSPECTION SERVICES

PURPOSE: National Plant Services, Inc. provides Sanitary Sewer Main Closed Circuit Television (CCTV) Inspection Services for the City’s sanitary sewer system under Contract No. 3549. The contract term was for three years covering the period of September 1, 2019 through August 31, 2022 under which 10% of the system is inspected annually. As a part of the approved Fall Revise Fiscal Year 2021/22 Operating Budget, the City Council approved staff’s recommendation to suspend inspection services this fiscal year, and continue the CCTV Inspection Services in Fiscal Year 2022/23, so as to reduce expenditures this fiscal year by \$100,000. Amendment No. 1 extends the term of Contract No. 3549 by one year to provide for that.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 3549 with National Plant Services, Inc., suspending Sanitary Sewer Main Closed Circuit Television (CCTV) Inspection Services this Fiscal Year 2020/21 and extending the contract term by one-year through August 31, 2023; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

GA/KU **FISCAL IMPACT:** There is no fiscal impact to the General Fund. By suspending services this fiscal year, the City will reduce expenditures by \$100,000 in the Sewer Fund in Fiscal Year 2020/21. However, the total contract amount will remain unchanged as the suspended services will be performed in Fiscal Year 2022/23. Contract No. 3549 is funded with Sewer Funds (Account No. 412-732-52-6101 – Sewer Fund - Professional Services), for a total of \$100,000 annually. The total contract amount will still be \$300,000 and Contract No. 3549 will now expire on August 31, 2023.

ANALYSIS: As a budget reduction measure in the Fall Revise Budget, the City Council approved a budget reduction of \$100,000 in the Public Works Operating Budget and suspended CCTV Inspection Services scheduled for this fiscal year. Now that the budget has been reduced, it is necessary to formally suspend CCTV Inspection Services which are currently under contract with National Plant Services. National Plant Services is under a three-year contract and this fiscal year is the second year of the contract. National Plant Services agreed to suspend services this fiscal year and to perform these services in Fiscal Year 2022/23, at no additional cost. Amendment No. 1 extends the contract term by one year to provide for that. Under the amended contract, National Plant Services will inspect 30 percent of the sewer system in a four-year period, instead of within a three-year period, with no services performed during this fiscal year of the contract term.

BACKGROUND: The City’s sanitary sewer system is composed of 119 miles of sewer mains and 19,533 service laterals. It services residential, commercial and industrial properties Citywide so it is

heavily used. CCTV inspections are performed annually on the sewer system to assess its general condition. This is instrumental to repairing the system timely when issues exist. CCTV inspections are also performed to detect tree roots, debris, and others that may cause blockages. If these issues go undetected, they could lead to sewer overflows and leaks.

CCTV Inspection Services are performed annually, on a 10-year cycle to cover all 119 miles of sewer lines. Approximately 10% of the sanitary sewer system is inspected annually. Currently, we are on year three of the 10-year cycle, thus, approximately 20% of the system has been inspected. In suspending CCTV Inspection Services this fiscal year, the remaining 80% of the system will be required to be inspected in the next seven years, to meet State requirements.

Staff has previously indicated that the risk of suspending services this fiscal year is low and will require us to accelerate future cycling of the cycling pattern to keep us compliant with the State requirement. Prior year inspections have shown that the sewer system is generally in good condition. For example, in the last three years, there have only been two issues found that have resulted in a need for immediate repairs.

On August 27, 2019, the City Council approved Contract No. 3549 with National Plant Services in the amount of \$300,000, or \$100,000 annually. Annually, the contract includes a \$75,000 budget for CCTV inspection services and a \$25,000 budget for as-needed maintenance services by this firm. This latter element of the contract is to address unforeseen conditions such as: (a) removing roots, grease, silt and debris from sewer lines, (b) vacuum truck cleaning and jetting, (c) power bucketing and troubleshooting, and (d) spot video inspections.

- ATTACHMENTS:**
- A. Proposed Amendment No. 1
 - B. Contract No. 3549

JP: lc

**AMENDMENT NO. 1 TO CONTRACT NO. 3549
EXTENDING SANITARY SEWER MAIN CLOSED CIRCUIT
TELEVISION INSPECTION SERVICES BETWEEN
THE CITY OF SOUTH GATE AND NATIONAL PLANT SERVICES, INC.**

This Amendment No. 1 to Contract No. 3549 for Sanitary Sewer Main Closed Circuit Television ("CCTV") Inspection Services ("Amendment No. 1"), is made and entered into on March 9, 2021, and effective July 1, 2022, by and between the City of South Gate, a municipal corporation ("City"), and National Plant Services, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on August 27, 2019, the City Council approved Contract No. 3549 with Contractor ("Agreement") for CCTV Inspection Services for a three-year term through and including June 30, 2022, in the total sum of Three Hundred Thousand Dollars (\$300,000), or One Hundred Thousand Dollars (\$100,000) annually; and

WHEREAS, the City and Contractor desire to execute Amendment No. 1 to the Agreement suspending CCTV Inspection Services for Fiscal Year 2021/22 and extending the Agreement term by one-year to provide CCTV Inspection Services July 1, 2022 through and including June 30, 2023, as identified in Exhibit "A" attached hereto, at no additional cost to the City, to be funded with the remainder of the Agreement balance amount of One Hundred Thousand Dollars (\$100,000), under the terms and conditions of the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT:

- a. **TERM OF AGREEMENT.** The term of the Agreement for Fiscal Year 2021/22, shall be suspended. The Agreement shall be extended by one (1) additional year from **July 1, 2022 through and including June 30, 2023**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.
- b. **COMPENSATION.** The amount of compensation paid by City to Contractor for the CCTV Inspection Services for Fiscal Year 2022/23 **shall not exceed One Hundred Thousand Dollars (\$100,000)**; bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Three Hundred Thousand Dollars (\$300,000). No additional compensation shall be paid by City to Contractor pursuant to this Amendment No. 1.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force and effect. 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

NATIONAL PLANT SERVICES, INC.:

By: _____
Dennis Keene, President

Dated: _____



NATIONAL PLANT SERVICES
A Carylton Company

1461 Harbor Avenue
Long Beach, CA 90813-2741
p: (562) 436-7600
f: (562) 495-1528
www.nationalplant.com

Exhibit "A"

Jeff Garcia
Vice President
National Plant Services

February 18, 2021

Mr. Dave Torres
City of South Gate
Public Works
4244 Santa Ana Street
South Gate, CA 90280

Re: Contract Extension/Amendment One

Dear Mr. Torres,

National Plant Services Inc. agrees to a one-year extension of Contract No. 3549 for Sanitary Sewer Main Closed-Circuit Television ("CCTV") Inspection with the City of South Gate as set forth in Amendment One.

Should you have any questions, please contact me.

Sincerely,

Jeff Garcia
Vice President

CC: Patricia Peña, National Plant Services
File

EXHIBIT A



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A Carylton Company

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Long Beach, CA 90813-2741
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Jeff Garcia
Vice President
National Plant Services

February 18, 2021

Mr. Dave Torres
City of South Gate
Public Works
4244 Santa Ana Street
South Gate, CA 90280

Re: Contract Extension/Amendment One

Dear Mr. Torres,

National Plant Services Inc. agrees to a one-year extension of Contract No. 3549 for Sanitary Sewer Main Closed-Circuit Television ("CCTV") Inspection with the City of South Gate as set forth in Amendment One.

Should you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Jeff Garcia". The signature is written in a cursive, flowing style.

Jeff Garcia
Vice President

CC: Patricia Peña, National Plant Services
File

**AGREEMENT FOR SANITARY SEWER MAIN CLOSED CIRCUIT TELEVISION
INSPECTION SERVICES BETWEEN THE CITY OF SOUTH GATE
AND NATIONAL PLANT SERVICES, INC.**

This Agreement for Sanitary Sewer Main Closed Circuit Television (“CCTV”) Inspection Services (“Agreement”) is made and entered into on August 27, 2019, and is effective September 1, 2019, by and between the City of South Gate, a municipal corporation (“City”), and National Plant Services, Inc., a California corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

RECITALS:

WHEREAS, City desires to contract for CCTV Inspection Services and as-needed services which are required for CCTV Inspection Services; and

WHEREAS, Contractor has represented that it is duly licensed and has the management, maintenance, and operating personnel necessary to provide the CCTV Inspection Services described in this Agreement.

NOW, THEREFORE, Parties hereby agree as follows:

I. PARTIES, TERM, AND SCOPE OF SERVICES.

Section 101. Parties to the Agreement.

The Parties to this Agreement are:

- A. The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, CA 90280.
- B. National Plant Services, Inc., a California corporation, having its principal office at 1461 Harbor Avenue, Long Beach, CA 90813.

Section 102. Representatives of the Parties and Service of Notices.

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

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

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

With a courtesy notice to:

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

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

B. The principal representative of the Contractor shall be:

Dennis Keene, President
1461 Harbor Avenue
Long Beach, CA 90813

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

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

Section 103. Term of Agreement.

A. The term of this Agreement shall be for a period of 3-years, commencing September 1, 2019 through and including August 31, 2022.

B. Performance under this Agreement shall not commence until the Contractor has satisfied the City's insurance requirements pursuant to Section 601.

Section 104. Scope of Work.

The Scope of Work/Proposal Schedule are identified on Exhibit "A" attached hereto.

II. DUTIES AND POWERS OF THE CITY.

Section 201. Field Operations Manager.

A. The Field Operations Manager or his designee shall be responsible for the administration of this Agreement and is authorized to issue to the Contractor directives concerning the performance of the work required by this Agreement, and the required levels of service.

- B. In addition to subparagraph A above, the City's Field Operations Manager shall have responsibility for the ongoing supervision of Contractor's performance under this Agreement and shall monitor the satisfactory completion of all Sewer Main Inspection Services required hereunder. Pursuant to Section 505 hereof, the Field Operations Manager or his Designee shall have authority to initiate the "Failure to Perform Notification" and to determine the reduction in the amounts to be paid by City to Contractor.

Section 202. Rejection of Contractor's Personnel.

City may conduct background investigations, credit and/or criminal in its discretion, and to reject any custodian or supervisor on the Contract's workforce. Contractor agrees to reasonably cooperate, subject to California law, in such investigations. In the event of such rejection, Contactor shall replace such employee in a timely manner so as not to adversely affect the Contractor's performance under this Agreement.

Section 203. Availability of Materials.

City may purchase from any source (subject to the requirements of South Gate Municipal Code Chapter 1.54) essential material for the repair/support of operational activities for safety concerns and/or to protect City property, when the Contractor does not have the necessary material immediately available.

Section 204. Preferential Pricing.

City shall be given the benefit of any lower prices which may, for comparable quantity and delivery, be given by the Contractor to any other municipal, state, or county government agency for the products listed herein.

Section 205. Product Substitution/Manufacturer's Brand Change.

This contract does NOT allow for product substitutions without written authorization by an Authorized City Representative. If, during the course of the contract, there is a manufacturer's brand change, Contractor shall not automatically substitute product. Contractor shall submit specifications, brochures and/or a sample (upon request), for approval prior to any future shipment. In addition, Contractor shall provide Safety Data Sheets for each material to be used to comply with OSHA and Hazard Communication regulations.

If the new brand is accepted, all other terms, conditions and prices shall remain in effect. No substitutions shall be made without prior written permission by City.

Section 206. Failure of Contractor to Provide the Service/Products As Agreed.

If in the opinion of City, Contractor at any time during the term of the contract fails to properly and satisfactorily perform the service called for in the contract, or otherwise fails or neglects to comply with the terms of the contract, City may make arrangements

elsewhere for the material/service, or any part thereof, and hold Contractor responsible for re-procurement costs incurred by City.

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

Section 207. Liquidated Damages.

- A. If Contractor fails to perform the services within the time specified in this contract, or any extension thereof, Contractor shall, in place of actual damages, pay to City as fixed, agreed, and liquidated damages for each calendar day of delay the sum of \$500.00.
- B. Alternatively, if the performance is so delayed, City may terminate the contract in whole or in part under the Termination for Default clause of the contract and in that event, Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time City may reasonably obtain performance of similar services. The liquidated damages shall be in addition to excess costs under the Termination Default clause.
- C. Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of Contractor as defined in the Termination for Default clause in this contract.

III. DUTIES AND POWERS OF THE CONTRACTOR.

Section 301. Independent Contractor Status.

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

Section 302. Scope of Work: General.

- A. The Scope of Work/Proposal Schedule are identified on Exhibit "A" attached hereto.

Section 303. Contractor's Personnel – General Provisions.

- A. Contractor shall be solely responsible for the satisfactory work performance of all employees and their compliance with all reasonable performance standards established by City.

- B. Contractor shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- C. Contractor shall indemnify and hold harmless City from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.
- D. Contractor shall determine the number of skilled custodians required to perform the daily, nightly, weekly or monthly services required under this Agreement.
- E. Contractor's work crews shall be supervised by a Lead worker/Supervisor who is able to communicate effectively in English both orally and in writing. A temporary Lead worker/Supervisor shall be appointed to supervise in the absence of the Lead worker/Supervisor. Contractor shall notify the City's Electrical and General Maintenance Superintendent or his Designee of any such temporary designation prior to the commencement of any work shift.
- F. Contractor shall maintain a 24-hour answering service, seven (7) days a week, for the purpose of receiving and responding to any emergency requests from City personnel. The telephone number for the answering service is 800-792-9690.
- G. Contractor shall, at all times, enforce strict discipline upon its employees and shall neither employ, nor allow to remain in its employment, any person deemed by Contractor to be unfit.
- H. Contractor shall observe all laws, ordinances, rules and regulations relating to the use and conservation of water, heat and electricity, fire prevention, and smoking.
- I. The Electrical and General Maintenance Superintendent or his Designee shall control the issuance and use of security codes and fob keys to the City's Facilities, and Contractor shall observe all procedures relating thereto; Contractor's employees shall be instructed as to the proper use of keys, special alarm systems, and areas which must remain secured.
- J. Contractor's employees shall not disturb documents on desks, open drawers or cabinets, use televisions, telephones or radios, drink or gamble while on duty, or loiter in or on the Facilities after normal working hours; or otherwise tamper with, utilize or remove any City property or private property located at Facility. Violation of the terms of this paragraph shall be grounds for termination of this Agreement pursuant to Section 608 of this Agreement.
- K. Contractor's employees shall not rummage through, remove (except in the ordinary course of disposal), or otherwise inspect materials contained in the waste paper receptacles. The disturbance, removal or inspection of said materials shall be grounds for termination of this Agreement pursuant to Section 608 of this Agreement.

Section 304. Work Schedule and Holidays.

City reserves the right to approve, review and to modify the work hours and the work schedule. City shall notify Contractor in writing not less than one week in advance of any such modification. A copy of the City's holiday schedule will be provided prior to the beginning of each fiscal year.

Section 305. Uniforms and Identification.

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

Section 306. Vehicles and Parking.

- A. All vehicles and equipment utilized by Contractor in performing services under this Agreement shall be marked with appropriate identification of Contractor's company.
- B. Contractor shall park its vehicles and equipment in designated parking areas, or in locations to not impede normal vehicular or pedestrian traffic.

IV. PERFORMANCE STANDARDS.

Section 401. Quality of Work.

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

Section 402. Work Schedules.

Contractor's services shall be provided pursuant to the work schedules as approved from time to time by City. Contractor shall not be responsible or liable for any failure or delay

in performance as a consequence of natural disasters, fire, acts of the government, or civil disorders.

Section 403. Labor Strikes.

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

V. COMPENSATION AND PAYMENTS.

Section 501. Compensation.

The compensation to be paid by City to Contractor for services rendered and materials supplied under this Agreement shall be One-Hundred Thousand Dollars (\$100,000) annually for a three year term, for a total amount of Three-Hundred Thousand Dollars (\$300,000). Any future adjustment in such compensation shall be subject to the mutual agreement of the Parties. Annual CPI price adjustments are subject to approval by the City Council.

Section 502. Invoicing.

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

Section 503. Payment.

Subject to any deductions which may be imposed pursuant to Section 505, compensation shall be paid by City to Contractor within sixty (60) working days after receipt by City of Contractor's invoice for services rendered and the certified payroll records described in Section 504.

Section 504. Certified Payroll Records.

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

Section 505. Deductions from Monthly Progress Payments.

If Contractor fails to perform any of the services specified in Section 302 (B) above, then the City's Field Operations Manager or his Designee shall give written notice thereof to the Contractor's Lead worker/Supervisor. Such notice shall be entitled "Failure to Perform Notification" and shall state the nature of the services which were not performed, the Facility involved, and the date or dates the services were omitted. This notice shall also set for the computations of the Field Operations Manager or his Designee as to the appropriate deduction proposed to the Contractor. Such proposed deductions from the monthly payment shall be subject to prior discussions between the Parties.

Section 506. Taxes.

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

VI. GENERAL TERMS AND CONDITIONS.

Section 601. Insurance.

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

All Contractors, and their approved subcontractors, shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA).

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

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

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

shall also constitute a material breach of, and may result in, termination of Contractor's Agreement.

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

Section 602. Evidence of Insurance.

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

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

Section 603. Additional Insured.

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

- 1) City of South Gate.

Section 604. Rating of Insurer.

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

Section 605. Minimum Required Coverage.

1. Comprehensive General Liability Insurance: (include products liability coverage, when applicable); \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence combined single limit. (CSL)
3. Workers' Comprehensive Insurance: as required by the State Statutes.
4. City of South Gate to be named as an Additional Insured to the above-captioned insurance coverage's as respects City's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to City prior to award of contract and commencement of work under this contract; and by presenting to City an endorsement to the policy, signed by an officer of the insurance company within thirty

(30) days of the inception date of this Agreement.

5. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.

Insurance policies to be in a form written through companies acceptable to City and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

Section 606. Indemnification.

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

Section 607. Subcontracting, Delegation and Assignment.

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

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

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

Section 608. Termination and Cancellation.

- A. Upon any determination by either Party that the other Party has failed to comply with any of the terms or provisions of this Agreement, a notice of intent to terminate specifying the reasons therefore shall be delivered by the terminating Party to the other Party. If the specified default or defaults are not cured within ten (10) days after the delivery of such notice, then this Agreement may be terminated by giving a written notice of termination to the defaulting Party and specifying the effective date of termination which date shall be not less than twenty (20) days after the date of said notice.
- B. Notwithstanding the provisions of Subsection A above, City reserves the right to cancel the services described herein and to terminate payments to Contractor related thereto. City shall give Contractor thirty (30) days' written notice of any such cancellation unless a shorter notice period is acceptable to both Parties.
- C. In the event of termination or cancellation hereunder, Contractor shall be entitled to compensation for all services rendered pursuant to this Agreement up to the effective date of termination, subject to any offsets or deductions which may be established by City.

Section 609. Non—Discrimination.

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

Section 610. Permits and Licenses.

Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits and certificates required by law for the conduct of Contractor's business and for the provision of services hereunder, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

Section 611. Conflict of Interest.

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

Section 612. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 613. Amendments.

This Agreement supersedes all prior proposals, agreements and understandings between Parties and may not be modified or terminated orally, and no modification, termination or attempted waive of any of the provisions hereof shall be binding unless in writing and signed by the Party against whom the same is sought to be enforced.

Section 614. Exhibits.

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

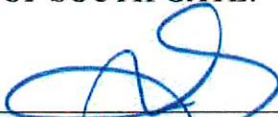
Exhibit A – Scope of Work/Proposal Schedule.

Section 615. Governing Law.

This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principals.

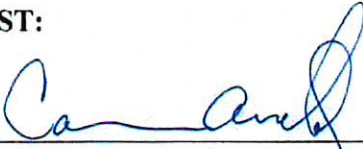
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:


By: 
Jorge Morales, Mayor

Dated: 8/27/19


ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

NATIONAL PLANT SERVICES, INC.:

By: 
Dennis Keene, President

Dated: _____

This form must be submitted with the PROPOSAL

Page 1 of 1

Proposed

Item No.	Description of Work	Estimated Quantity For Three Years	Unit	Unit Cost	Total Cost for Three Years
1	CCTV and Condition Assessment, inspection, including sewer cleaning, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc	300,000	LF	\$1 10	\$330,000 00
2	19" through 36" Pipe: CCTV and Condition Assessment, inspection, including sewer cleaning, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc	6,000	LF	\$1 50	\$9,000 00

The pricing submitted on this sheet shall include all services requested under Exhibit A. Scope of Work.

SANITARY SEWER MAIN CCTV INSPECTION SERVICES

PROPOSAL SCHEDULE

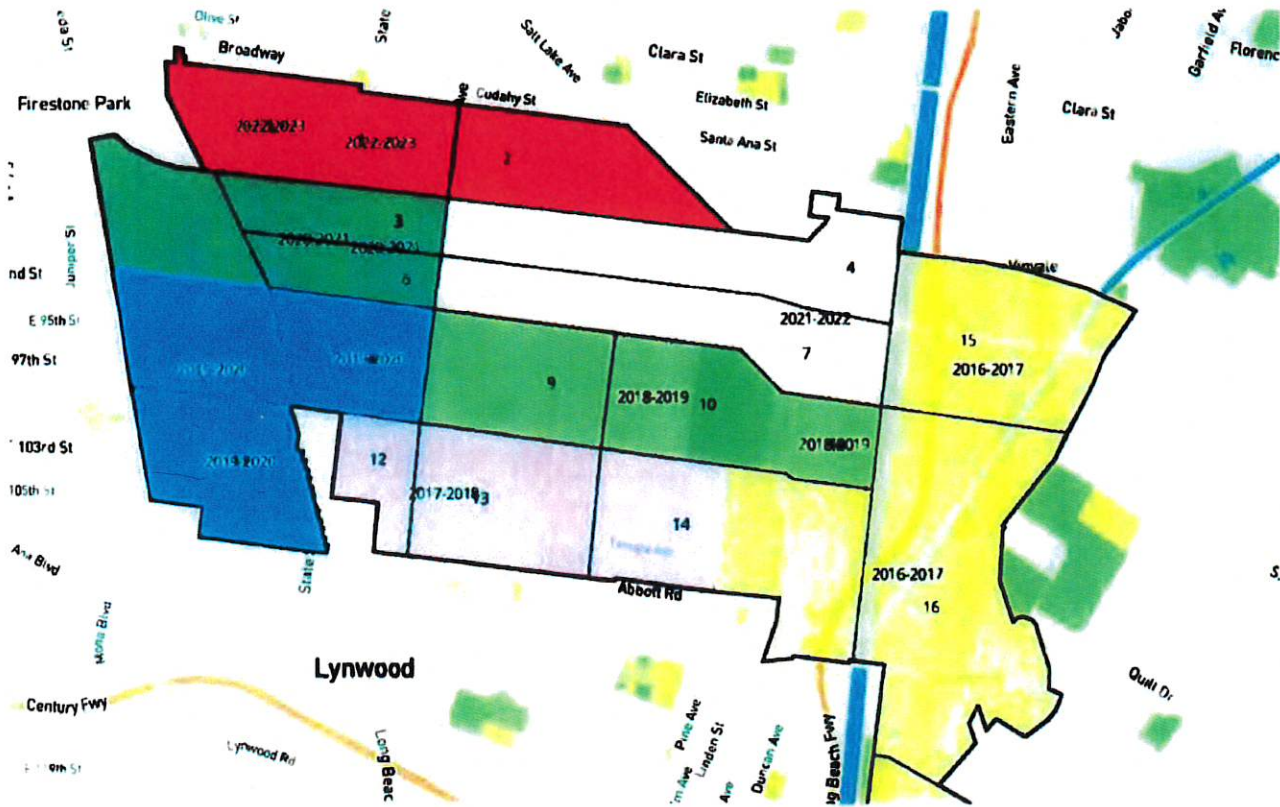
Exhibit A


Siphons:					
3	CCTV and Condition Assessment, inspection, including sewer cleaning, vacuum pumping, flow isolation, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.	120	Hours	\$400.00	\$48,000.00
4	Emergency Callouts - Sewer: Emergency call-out for sewer spills including, but not limited to, cleanup, hauling, disposal, and traffic control.	120	Hours	\$400.00	\$48,000.00
5	As Needed Services - Storm Drains: As needed call-out for storm drain cleanup and CCTV inspection including, but not limited to, hauling, disposal, and traffic control.	80	Hours	\$400.00	\$32,000.00
TOTAL ITEMS 1 THR. 5 (FOR THREE YEARS)					\$467,000.00
TOTAL COST (IN FIGURES)		Four hundred sixty-seven thousand and zero cents			

(Note: actual annual quantities in the contract may be different)

- A. Please specify if a minimum time is billed for each call-out if requested by the City to report to Work. 4 Hours
- B. Attach your Company's Standard Rate Schedule for labor, material and equipment including holidays and overtime. The rates shown on the company's standard rate schedule mark-ups, overhead and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead and profit.

Sewer Mainline Maintenance Program



1" = 3230 ft		07/02/2019	
<p style="font-size: small; margin: 0;">This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.</p>			

7/1/2019

Attachment C - Proposal Schedule

SANITARY SEWER MAIN CLOSED CIRCUIT TELEVISION INSPECTION SERVICES

Item No.	Description	Quantity for Three Years	Unit	National Plant Services		Houston & Harris PCS		Empire Pipe Cleaning Equip.		Nor-Cal Pipeline	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	6" through 18" Pipe: CCTV and Condition Assessment, inspection, including sewer cleaning, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.	300,000	EA	\$1.10	\$330,000.00	\$1.12	\$334,800.00	\$1.30	\$390,000.00	\$1.45	\$435,000.00
2	19" through 36" Pipe: CCTV and Condition Assessment, inspection, including sewer cleaning, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.	6,000	EA	\$1.50	\$9,000.00	\$1.12	\$6,696.00	\$2.65	\$15,900.00	\$2.75	\$16,500.00
3	Siphons: CCTV and Condition Assessment, inspection, including sewer cleaning, vacuum pumping, flow isolation, traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc.	120	Hr.	\$400.00	\$48,000.00	\$627.00	\$75,240.00	\$540.00	\$64,800.00	\$525.00	\$63,000.00
4	Emergency Callouts: Emergency call-out for sewer spills including, but not limited to, cleanup, hauling, disposal, and traffic control.	120	Hr.	\$400.00	\$48,000.00	\$377.00	\$45,240.00	\$425.00	\$51,000.00	\$525.00	\$63,000.00
5	As Needed Services - Storm Drains: As needed call-out for storm drain cleanup and CCTV inspection including, but not limited to, cleanup, hauling, disposal, and traffic control.	80	Hr.	\$400.00	\$32,000.00	\$627.00	\$50,160.00	\$580.00	\$46,400.00	\$525.00	\$42,000.00
Total ITEMS 1 THRU 5					\$467,000.00		\$512,136.00		\$568,100.00		\$619,500.00

RECEIVED

MAR 2 2021

City of South Gate Item No. 8
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

6:10pm

For the Regular Meeting of: March 9, 2021

Originating Department: Public Works

Department Director:

AK
Arturo Cervantes

Interim City Manager:

CJM
Chris Jeffers

SUBJECT: CONTRACT CHANGE ORDER NO. 1 TO CONTRACT NO. 2020-43-CC WITH SEQUEL CONTRACTORS, INC., MODIFYING THE CONSTRUCTION SCOPE OF WORK ON THE "GARFIELD AVENUE, FROM SOUTH CITY LIMIT TO JEFFERSON AVENUE, AND IMPERIAL HIGHWAY, FROM WEST CITY LIMIT TO EAST CITY LIMIT, CITY PROJECT NO. 413-ST, FEDERAL PROJECT NO. STPL-5257(030), AND FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL HIGHWAY CENTER MEDIAN, CITY PROJECT NO. 496-ST, FEDERAL PROJECT NO. HSIPL-5257(032)"

PURPOSE: The Street Improvements on Garfield Avenue, Imperial Highway, Firestone Boulevard and Otis Street (Consolidated Project) are now under construction. Contract Change Order No. 1 (CCO No. 1) is recommended to incorporate the construction of a landscaped median on Garfield Avenue between Century Boulevard and Howery Street, in the amount of \$275,182.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Contract Change Order No. 1 to Contract No. 2020-43-CC with Sequel Contractors, Inc., to construct a landscape median between Century Boulevard and Howery Street, under the "Garfield Avenue, From South City Limit to Jefferson Avenue, and Imperial Highway, From West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL-5257(030), and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032)," in an amount not-to-exceed \$275,182;
- b. Authorizing the Director of Administrative Services to transfer \$200,000 in Measure R funds from Account No. 311-790-31-9457 (Capital Projects Fund-Firestone/ Otis Widening & Imperial Hwy Median) to Account No. 311-790-31-9433 (Capital Projects Fund-Garfield/ Imperial Street Improvements) to fund Contract Change Order No. 1; and
- c. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 1.

GA/154
FISCAL IMPACT: There is no fiscal impact to the General Fund. CCO No. 1 is in the amount of \$275,182, and it will be funded with \$131,044 and \$144,138 in Metro Measure R and Prop C funds, respectively. The revised construction contract budget, including CCO No. 1 is \$6,558,352. The Consolidated Project is funded with \$10,174,447, as summarized in Attachment "D."

ALIGNMENT WITH COUNCIL GOALS: Proposed Amendment No. 3 meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2020/2021 Work Program was to start construction of the Consolidated Project.

ANALYSIS: The Public Works Department is managing two capital projects that are proposing improvements to Garfield Avenue, within the same boundary limits; the Consolidated Project and the

Garfield Avenue Complete Streets Project. The Consolidated Project is now under construction. It will construct pavement improvements on Garfield Avenue, between Century Boulevard and Howery Street. The Garfield Avenue Complete Streets Project will install a roadway median within this same road segment is scheduled to start in early 2022. This presents an issue as such sequencing would result in the removal of the newly constructed road improvements to make way for the landscape median improvements. This approach is not efficient, cost effective nor a good use of public funds. It also inconveniences the general public in their use of Garfield Avenue. This issue could be prevented by advancing the construction of the landscape median improvements and including them in the Consolidated Project. This is staff's recommendation and CCO No. 1 is needed to accomplish that.

BACKGROUND: The Consolidated Project is a part of the Capital Improvement Program. It aims to enhance safety, reduce congestion, and address deferred maintenance and beautification on Garfield Avenue, Imperial Highway and Firestone Boulevard/Otis Street. On Garfield Avenue, the project includes pavement rehabilitation, reconstruction of deficient sidewalk, curb and gutter, drive approaches, ADA compliance, landscaping and up-lighting, and an infiltration well. Staff is recommending augmenting the improvements by adding a landscaped median between Century Boulevard and Howery Street. CCO No. 1 is necessary to add the landscape median improvement to the contract.

CCO No. 1 is in the amount of \$275,182. It includes \$131,044 to construct the landscape median; \$56,240 to install landscaping with plants, shrubs and river rocks on the median; \$57,123 to install an irrigation system with a remote controller; and \$30,775 to install conduits for future up-lighting.

It is noted that approximately 65% of this fee proposal is based on unit costs obtained through the competitive bid process. This is because as a part of the Consolidated Project, competitive unit costs were obtained to construct landscape medians on Imperial Highway. These same unit costs were used to formulate the fee proposal. As such, staff believes that the fee proposal is reasonably competitive. Further, there is an additional cost to the City that could be avoided of approximately 63% more, by not having to do things twice, known as "throw away" costs. Throw away costs would include intermediate improvements such as paving, striping and utility work, and other costs such as mobilization, NPDES and staff time. These additional costs, which could add up to approximately \$175,000, would be avoided by constructing the median now.

On June 23, 2020, the City Council awarded construction Contract No. 2020-43-CC with Sequel Contractors, Inc., in the amount of \$6,283,170 to construct the Consolidated Project.

The Consolidated Project consists of two projects that encompass three locations: Garfield Avenue, Imperial Highway and Firestone Boulevard/Otis Street. The two projects are funded independently. Staff is proposing transferring \$200,000 in Measure R Funds from one of the projects (Firestone/Otis Widening and Imperial Highway Median) to partially fund CCO No. 1. These budgets savings are not needed from said project. The \$200,000 will be used to partially fund the new median (\$131,044), and the balance will be used to fund related services such as construction management, contingency and staff time.

Construction began on October 19, 2020, and is scheduled for completion in June 2021. Construction of the majority of the improvements has been completed at the Firestone Boulevard and Otis Street site. Completion is pending the arrival of traffic signal equipment. Construction is underway at the Garfield Avenue and Imperial Highway sites which is planned for completion in June 2021.

- ATTACHMENTS:**
- A. Proposed Change Order No. 1
 - B. Contract No. 2020-43-CC
 - C. Location Map
 - D. Fiscal Impact

KT:lc

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER**

CHANGE ORDER #: 1 **CITY PROJECT #:** 413-ST and 496-ST
PROJECT TITLE: Garfield Ave/Imperial Hwy and Firestone/Otis **PURCHASE ORDER #:** 5886
CONTRACT #: 2020-43-CC **CHANGE REQUESTED BY:** City of South Gate
CONTRACTOR: Sequel Contractors, Inc. **DATE OF REPORT:** 2/1/2021

Acct. No. 311-790-31-9433 and 311-790-91-9457

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

	Cost	Calendar Days
Original Contract Amount:	\$ 6,283,169.80	150
Previous Change Order Amount:	\$ -	0
Contract Change Order Amount: CCO No. 1	\$ 275,181.91	10
Total increase to contract (all change orders) to date:	\$ 275,181.91	160
Revised Total Contract Amount:	\$ 6,558,351.71	0
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	4.38%	0.00%

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

Item #	Detailed description	Change in Bid item Quantities				Unit	Unit Cost	Change Order Cost	Time Extension Working
		Contract Quantity	Previous Change Orders	THIS Change Orders	Total Adjusted Contract				
Segment A - Garfield Ave and Imperial Hwy									
A-2	Mobilization and Demobilization	1	0	-1	0	LS \$ 100,000.00	\$ (100,000.00)	0	
	Mobilization and Demobilization	0	0	1	1	LS \$ 125,000.00	\$ 125,000.00	0	
A-2	Construction Survey, Staking and Re-establish Monuments	1	0	-1	0	LS \$ 40,000.00	\$ (40,000.00)	0	
	Construction Survey, Staking and Re-establish Monuments	0	0	1	1	LS \$ 42,700.00	\$ 42,700.00	0	
A-4	Traffic Control/Phasing Plan Preparation & Implementation	1	0	-1	0	LS \$ 300,000.00	\$ (300,000.00)	0	
	Traffic Control/Phasing Plan Preparation & Implementation	0	0	1	1	LS \$ 309,406.00	\$ 309,406.00	0	
A-56	Soil Preparation	4,400	0	5,830	10,230	SF \$ 0.50	\$ 2,915.00	0	
A-57	Furnish and Install 2-inch thick Shredded Wood Mulch	30	0	42	72	CY \$ 95.00	\$ 3,990.00	0	
A-59	Furnish and Install 5-gallon Shrub	108	0	25	133	EA \$ 30.00	\$ 750.00	0	
A-60	Furnish and Install 1-gallon Shrub	461	0	100	561	EA \$ 10.00	\$ 1,000.00	0	
A-61	Furnish and Install 4-inch Pot Groundcover	1,506	0	650	2,156	EA \$ 4.00	\$ 2,600.00	0	
A-63	Furnish and Install 4"-10" River Cobble	352	0	300	652	SF \$ 28.00	\$ 8,400.00	0	
A-66	Furnish and Install Master Valve Assembly w/ Valve Box	1	0	1	2	EA \$ 400.00	\$ 400.00	0	
A-67	Furnish and Install Shut-off valve Assembly w/ Valve Box	3	0	1	4	EA \$ 400.00	\$ 400.00	0	
A-68	Furnish and Install Quick Coupler Valve Assembly w/Valve	3	0	1	4	EA \$ 350.00	\$ 350.00	0	
A-70	Furnish and Install Drip System Complete Per Plan	4,397	0	5,000	9,397	SF \$ 5.50	\$ 27,500.00	0	
A-73	Furnish and Install 2" Sch 80 PVC Conduit	105	0	150	255	LF \$ 80.00	\$ 12,000.00	0	
A-77	365 Day Maintenance Period	1	0	-1	0	LS \$ 35,000.00	\$ (35,000.00)	0	
	180 Day Maintenance Period	0	0	1	1	LS \$ 35,000.00	\$ 35,000.00	0	
ADD A-9	Furnish and Install 24" Box Trees	0	0	11	11	EA \$ 2,500.00	\$ 27,500.00	0	
S-1	Construct PCC Curb, Type A1-6 complete	0	0	1,466	1,466	LP \$ 17.98	\$ 26,358.68	7	
S-2	Slot Pave	0	0	120	120	TN \$ 147.42	\$ 17,690.40	1	
S-3	Furnish and Install CMB and Grade for PCC Curb	0	0	1	1	LS \$ 19,177.33	\$ 19,177.33	1	
S-4	Top Soil	0	0	500	500	CY \$ 38.00	\$ 19,000.00	0	
S-5	Furnish and install Moisture barrier	0	0	1,466	1,466	LF \$ 6.00	\$ 8,796.00	0	
S-6	Perform connection to water service, hot tap and stub out	0	0	1	1	EA \$ 4,473.40	\$ 4,473.40	0	
S-7	Furnish and install Backflow Preventer assembly in cage	0	0	1	1	EA \$ 5,000.00	\$ 5,000.00	0	
S-8	Furnish and Install 2#8 wires	0	0	1,330	1,330	LF \$ 1.50	\$ 1,995.00	0	
S-9	Furnish and Install 1" Sch 80 PVC Conduit	0	0	665	665	LF \$ 2.50	\$ 1,662.50	0	
S-11	Potable Water Service (1" meter)	0	0	1	1	EA \$ 4,000.00	\$ 4,000.00	0	
S-12	Furnish and install Calsense irrigation controller assembly	0	0	1	1	EA \$ 15,000.00	\$ 15,000.00	0	
S-13	Furnish and Install #5 Pull Box	0	0	14	14	EA \$ 600.00	\$ 8,400.00	0	
S-14	GRC Conduit for Power	0	0	220	220	LF \$ 85.08	\$ 18,717.60	1	
Total Cost:							\$ 275,181.91	10	
THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS:							\$ 275,181.91	10	

Approval Recommended by: Amr Abuelhassan, Construction Manager (SouthStar) Date: _____

Approval Recommended by: Kenneth Tang, Project Manager Date: _____

Approval Recommended by: Jose Loera, P.E., Interim Deputy City Engineer Date: _____

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

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

Accepted by: _____ Date: _____
Contractor's Representative
Title: _____

**AGREEMENT FOR STREET IMPROVEMENTS ON GARFIELD AVENUE FROM
SOUTH CITY LIMIT TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM
WEST CITY LIMIT TO EAST CITY LIMIT CITY PROJECT NO. 413-ST,
FEDERAL PROJECT NO. STPL-5257(030) AND
FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL
HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST,
FEDERAL PROJECT NO. HSIPL-5257(032)**

This Agreement for construction of the Street Improvements on Garfield Avenue from South City Limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL-5257(030), and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032), is made and entered into on June 23, 2020, by and between the City of South Gate ("Owner"), and Sequel Contractors, Inc., California corporate number C1677728 ("Contractor"). The Owner and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

The Owner and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No.____, which involves the following project: Street Improvements on Garfield Avenue from South City limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit City, Project No. 413-ST, Federal Project No. STPL-5257(030) and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median City Project No. 496-ST, Federal Project No. HSIPL-5257(032).

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

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum shall not exceed **Six Million Two Hundred Eighty Three Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$6,283,169.80)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder,

including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, delivery, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Bid Schedule(s), the Bid Security Forms for Check or Bond, this Agreement, Worker's Compensation Insurance Certificate, the Non-Collusion Affidavit, the Specifications, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further

acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract.

ARTICLE VI

EFFECTIVE DATE

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

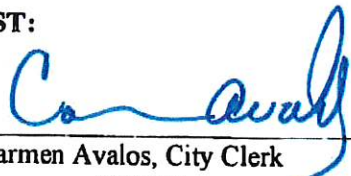
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Maria Davila, Mayor

Dated: _____

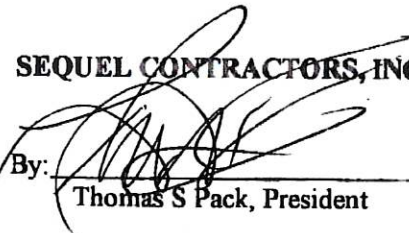
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

SEQUEL CONTRACTORS, INC.:

By: 
Thomas S Pack, President

Date July 7, 2020

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRACTORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2019 in accordance with the Bylaws of the Corporation and the California Corporation Code.

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;


RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;


RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;

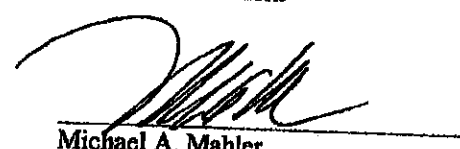
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.

Dated: April 04, 2019


Thomas S. Pack
Director & President


Abel Magallanes
Director, Vice President & Assistant Secretary


Michael A. Mahler
Director & Secretary

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

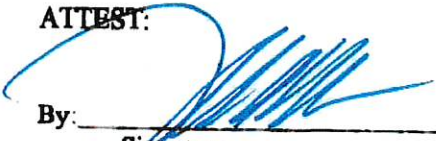
I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance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

DATED July 7, 2020

Sequel Contractors, Inc.
CONTRACTOR

By: 
Signature

Thomas S. Pack President
Title

ATTEST:
By: 
Signature

Michael A. Mahler Secretary
Title

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

STATE OF CALIFORNIA

COUNTY OF _____

)
) ss.
)

Thomas S. Pack being first duly sworn, deposes and says that he is
President of (sole owner, a partner, president, etc.)
Sequel Contractors, Inc. the party making the

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

Signed _____

Thomas S. Pack President

Title

Subscribed and sworn to before me this 7th day of July, 2020.

SEE ATTACHED

Notary Public

(Attach Notary Certificate)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

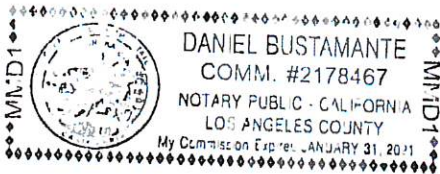
On 7/7/20 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Thomas S. Park, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT
TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT
TO EAST CITY LIMIT CITY PROJECT NO. 413-ST,
FEDERAL PROJECT NO. STPL-5257(030) AND
FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL
HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST,
FEDERAL PROJECT NO. HSIPL-5257(032)**

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

Bond No. 107163148

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the South Gate City ("City" herein) has awarded to Sequel Contractors, Inc., California corporate number C1677728 ("Contractor" herein) a contract for:

**STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT
TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT
TO EAST CITY LIMIT, CITY PROJECT NO. 413-ST,
FEDERAL PROJECT NO. STPL-5257(030) AND
FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL
HIGHWAY CENTER MEDIAN, CITY PROJECT NO. 496-ST,
FEDERAL PROJECT NO. HSIPL-5257(032); and**

WHEREAS, said Contract is incorporated herein by this reference; and

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

NOW, THEREFORE, we, Contractor and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City in the penal sum of **Six Million Two Hundred Eighty Three Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$6,283,169.80)**, lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

in any judgment rendered.

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

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

Sequel Contractors, Inc.
(Type name of Contractor)

13546 Imperial Highway

Santa Fe Springs, CA 90670
(Type address of Contractor)

By: 
(Signature of authorized officer)

Thomas S. Pack
President
(Title of officer)

Travelers Casualty and Surety Company of America
(Type name of Surety)

21688 Gateway Center Drive

Diamond Bar, CA 91765
(Type address of Surety)

By: 
(Signature of authorized officer)

Douglas A. Rapp
Attorney in Fact
(Title of officer)

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

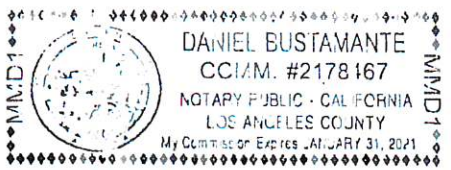
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 7/7/20 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas S. Park, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Orange)

On July 07, 2020 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas A. Rapp, of Aliso Viejo, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of July, 2020.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT
TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT
TO EAST CITY LIMIT CITY PROJECT NO. 413-ST,
FEDERAL PROJECT NO. STPL-5257(030) AND
FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL
HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST,
FEDERAL PROJECT NO. HSIPL-5257(032)**

100% PAYMENT BOND

Bond No. 107163148

WHEREAS, the City of South Gate, California ("City" herein), has awarded to Sequel Contractors, Inc., California corporate number C1677728, ("Contractor" herein) a Contract for the work described as follows:

**STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT
TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT
TO EAST CITY LIMIT CITY PROJECT NO. 413-ST,
FEDERAL PROJECT NO. STPL-5257(030) AND
FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL
HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST,
FEDERAL PROJECT NO. HSIPL-5257(032)**

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Six Million Two Hundred Eighty Three Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$6,283,169.80)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

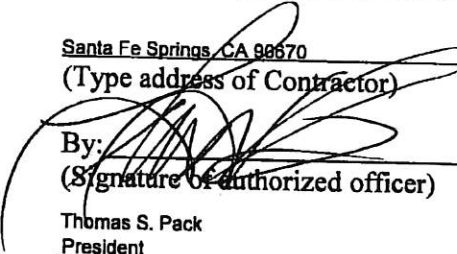
IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on July 7, 2020.

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

Sequel Contractors, Inc.
(Type name of Contractor)

13546 Imperial Highway

Santa Fe Springs, CA 90670
(Type address of Contractor)

By: 
(Signature of authorized officer)

Thomas S. Pack
President
(Title of officer)

Travelers Casualty and Surety Company of America
(Type name of Surety)

21688 Gateway Center Drive

Diamond Bar, CA 91765
(Type address of Surety)

By: 
(Signature of authorized officer)

Douglas A. Rapp
Attorney in Fact
(Title of officer)

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Los Angeles)

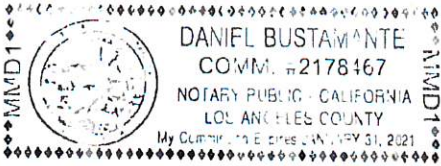
On 7/7/20 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Thomas S. Poch, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Orange)

On July 07, 2020 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas A. Rapp**, of **Allso Viejo, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents. Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of July, 2020.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806		CONTACT NAME: Marlene Valencia PHONE (A/C, No, Ext): (714)221-1800 E-MAIL ADDRESS: mvalencia@bbsocal.com		FAX (A/C, No): (714)221-4196	
INSURED Sequel Contractors, Inc. 13546 Imperial Hwy. Santa Fe Springs CA 90670		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Middlesex Insurance Company		23434	
		INSURER B: Navigators Specialty Insurance Company		36056	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 19-20 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		A0138008004	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
A	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		A0138008001	10/01/2019	10/01/2020	Medical payments \$ 5,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$ 0			A0138008006	10/01/2019	10/01/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A0138008005	10/01/2019	10/01/2020	Each Occurrence 2,000,000 Aggregate 2,000,000
B	Excess Liability			SE19EXCZ0387GIC	10/01/2019	10/01/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sequel Job #569. STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT TO EAST CITY LIMIT CITY PROJECT NO. 413-ST, FEDERAL PROJECT NO. STPL-5257(030) AND FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST, FEDERAL PROJECT NO. HSIPL-5257(032).

The City, officers, officials, employees and volunteers are named as Additional Insured as respects to General Liability and Auto Liability in regards to the operations of the Named Insured if required by written contract. General and Auto Liability are primary and

CERTIFICATE HOLDER

CANCELLATION

South Gate City Public Works Attn: City Engineer 8650 California Ave South Gate CA 90280	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

COMMENTS/REMARKS

noncontributory if required by written contract. 30 Days notice of cancellation if required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations per written contract, agreement or permit Description: All jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations and jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: A0138008004

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All construction projects away from premise owned by or rented by insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: A0138008001

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY AND
NONCONTRIBUTORY - COVERED AUTOS
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Sequel Contractors Inc
Endorsement Effective Date: 10/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:

- (1) Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

CA 76 01 06 15
A0138008
Middlesex Insurance Company

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with its permission.

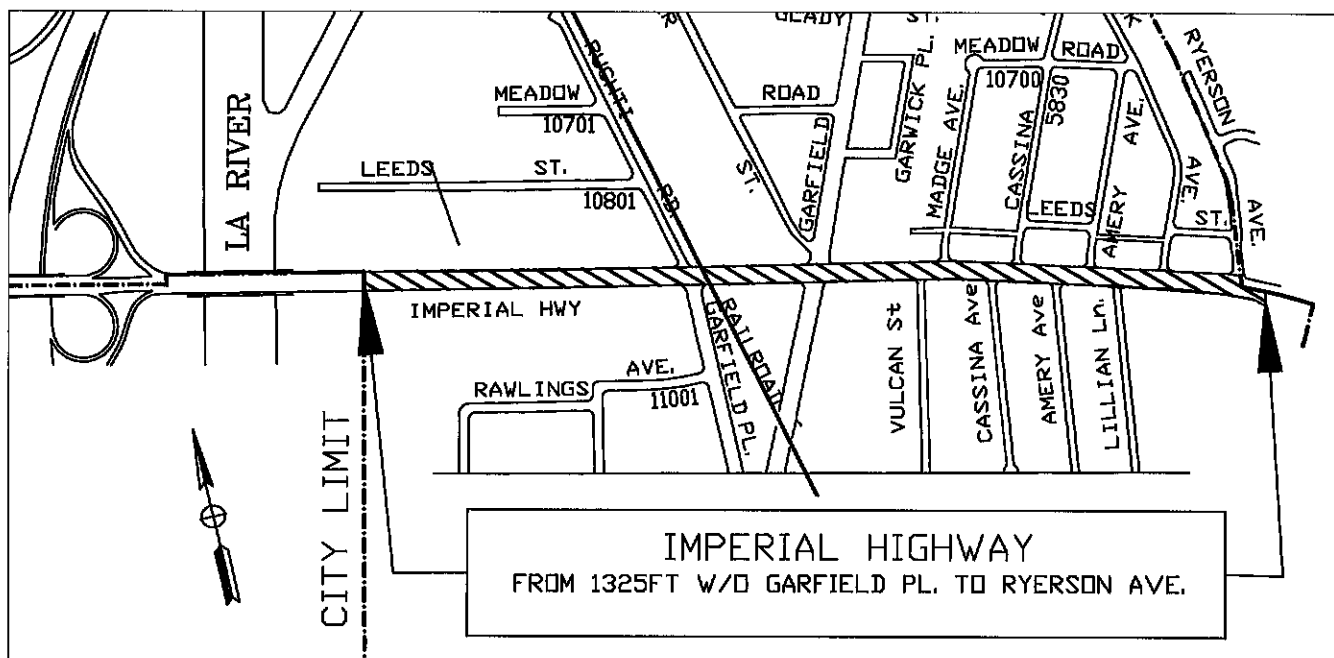
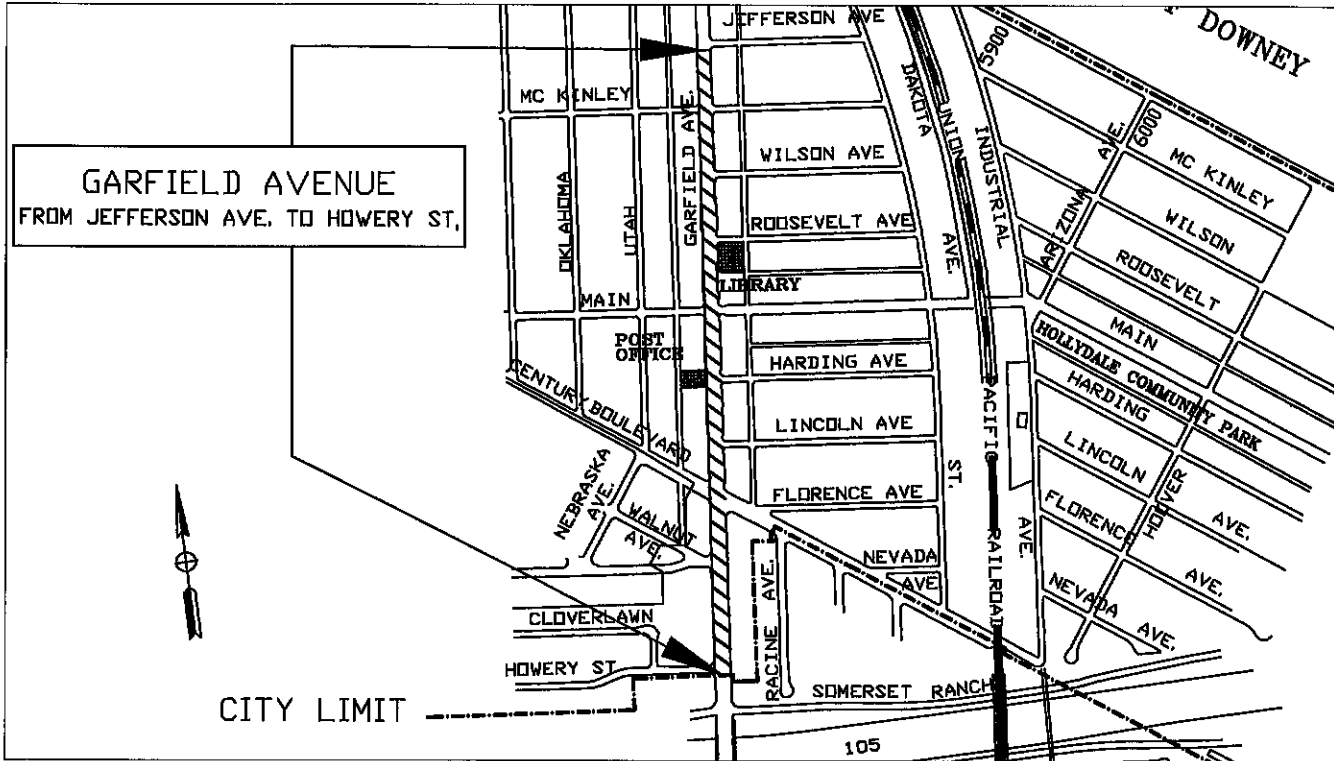
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09/26/2019

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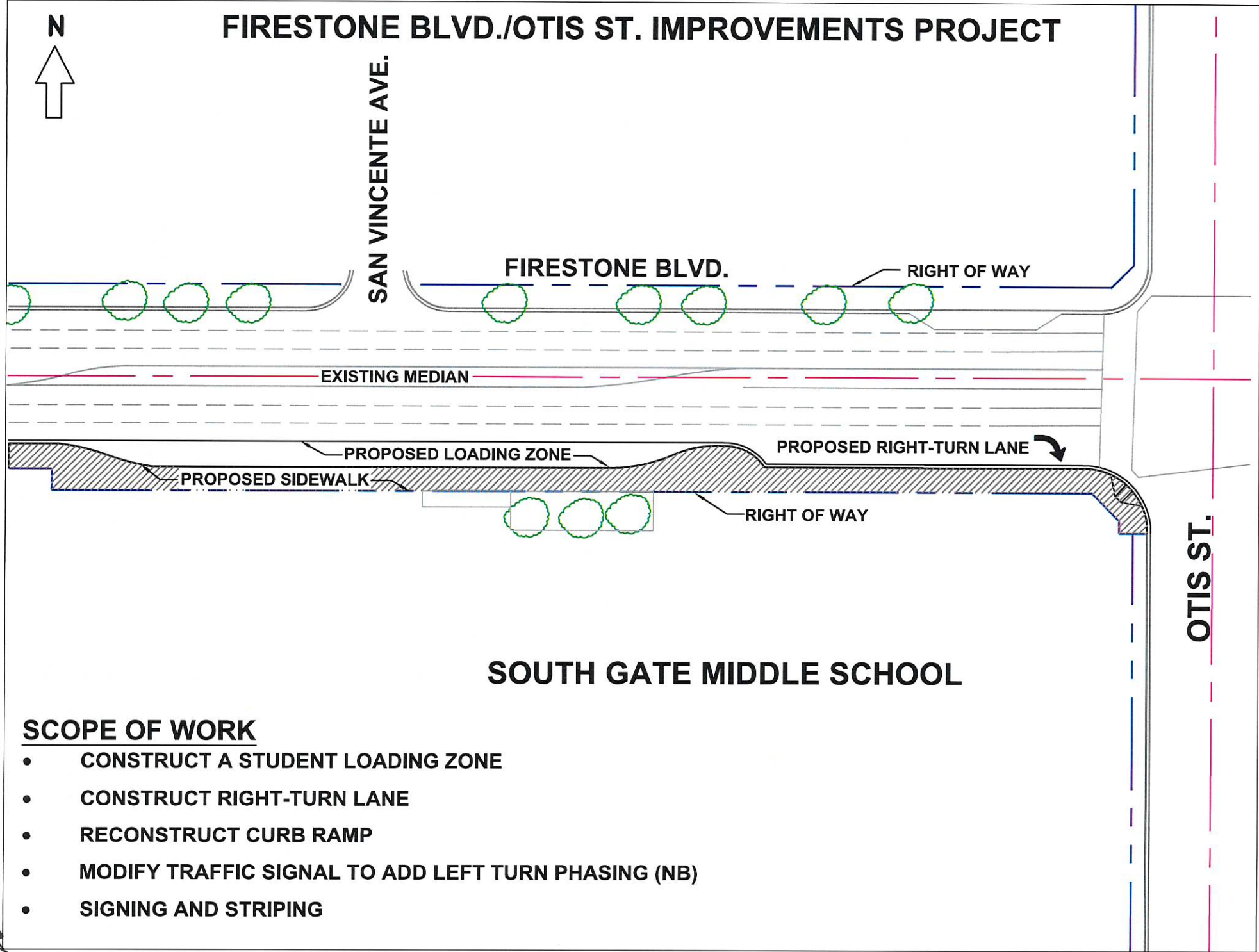
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CITY OF SOUTH GATE



LOCATION MAP

FIRESTONE BLVD./OTIS ST. IMPROVEMENTS PROJECT



SOUTH GATE MIDDLE SCHOOL

SCOPE OF WORK

- CONSTRUCT A STUDENT LOADING ZONE
- CONSTRUCT RIGHT-TURN LANE
- RECONSTRUCT CURB RAMP
- MODIFY TRAFFIC SIGNAL TO ADD LEFT TURN PHASING (NB)
- SIGNING AND STRIPING

AE

ATTACHMENT E - BUDGET SUMMARY

Project Description CIP Account No. City Council Action	Garfield/Imperial, 413-ST, STPL-5257(030) 311-790-31-9433							Firesone/Otis & Imperial Medians, 496-ST, HSIPL-5257(32) 311-790-31-9457				Total
	STPL Funds	SB-1 Funds	Prop C Funds	Prop C Funds	To Be Transferred TAC- Measure R	General Funds	Water Funds	HSIPL Funds	TAC- Measure R	Prop C Funds	Gas Tax	
Funding Sources	\$ 2,278,821	\$ 504,000	\$ 1,960,000	\$ 1,070,000	\$ 200,000	\$ 1,850	\$ 100,000	\$ 887,400	\$ 2,151,700	\$ 1,020,000	\$ 4,676	\$ 10,174,447
Project Design Phase		\$ 29,056	\$ 606,822	\$ 5,641		\$ 1,850		\$ 151,083		\$ 303,338	\$ 4,676	\$ 1,102,466
Construction Contract	\$ 2,278,821	\$ 465,303	\$ 1,353,178	\$ 45,510			\$ 100,000	\$ 537,510	\$ 1,145,938	\$ 531,910		\$ 6,458,170
CCO No. 1				\$ 144,138	\$ 131,844							\$ 275,182
Construction Contingency*				\$ 274,587	\$ 19,657				\$ 124,286	\$ 97,250		\$ 515,780
Const. Management & Inspection*				\$ 444,709	\$ 21,000				\$ 222,418			\$ 688,127
Staff Time*				\$ 118,472	\$ 23,299			\$ 61,427	\$ 50,559	\$ 6,486		\$ 260,243
Construction Support*				\$ 36,943	\$ 5,000				\$ 17,722	\$ 1,773		\$ 61,438
Total	\$ 2,278,821	\$ 494,359	\$ 1,960,000	\$ 1,070,000	\$ 200,000	\$ 1,850	\$ 100,000	\$ 750,020	\$ 1,560,923	\$ 940,787	\$ 4,676	\$ 9,361,406
Remaining Balance:	\$ -	\$ 5,641	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ 137,380	\$ 590,777	\$ 79,243	\$ -	\$ 813,041
Total Project Cost:				\$6,110,671					\$4,063,776			

*Included 10% Contingency

RECEIVED

Item No. 9

MAR 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 March 9, 2021
Originating Department: City Manager's Office

Management Analyst: Marina Urias Interim City Manager: Chris Jeffers
Marina Urias Chris Jeffers

SUBJECT: PURCHASE AND INSTALLATION OF BROADCAST EQUIPMENT FOR THE CITY'S GOVERNMENT ACCESS CABLE CHANNEL

PURPOSE: To consider the purchase and installation of new broadcast equipment for the City's government access cable channel.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Purchase Order with VMI, Inc., for the purchase and installation of new broadcast equipment for the City's government access cable channel, Channel 3, in the amount of \$34,423;
- b. Appropriating \$34,423 from the unassigned General Fund balance for the purchase and installation; and
- c. Authorizing the City's Purchasing Division to issue a Purchase Order for this project in accordance with the City's purchasing ordinance and policies.

FISCAL IMPACT: Funds were not included in the Fiscal Year 2020/21 Municipal Budget for this item; therefore, if the City Council approves this purchase and installation, funds, in the amount of \$34,423, will need to be appropriated from the unassigned General Fund balance. The Public Access Corporation fund will reimburse the General Fund from public, educational and government fees collected on behalf of the City by State permitted cable operators.

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal to improve communications and community outreach with an emphasis on expanding electronic media and digital access.

ANALYSIS: Since December 2014, the Public Access Corporation (PAC) fund has not received new revenues. This is a result of state legislation which eliminated the City's local franchise agreement with Spectrum and AT&T. As a result, the PAC related expenses such as replacing the City's broadcasting equipment must be covered by other revenue sources. The City's existing broadcast system is located in the basement of City Hall and it is no longer functioning. It is important for the City to purchase new broadcasting equipment if the City Council desires to continue airing content on the City's government access channel.

The City's Public Access Corporation Subcommittee, which consist of Vice Mayor Al Rios and Council Member Denise Diaz, both recommended to restore the City's government access cable channel and purchase new equipment to ensure the cable channel remains viable and a community resource for many years. In addition, the Channel 3 evaluation report prepared by Tripepi Smith recommended that the City keep its cable channel to maximize community outreach and bridge the ongoing transition to Internet-based video channels.

BACKGROUND: In order to restore the City's government access cable channel, aired locally on Spectrum's Channel 3, the City must purchase new broadcast equipment to have the ability to broadcast programming to the community. The new equipment will allow the City to easily broadcast and share City content and updates on the cable channel, and in the future stream live video recordings, such as City Council meetings. Additionally, the new equipment will streamline the process for staff to easily upload content from their computers, and provide the City another communication outlet to reach and connect with residents and businesses. With the guidance of the PAC Subcommittee, the City will produce cost-effective videos for Channel 3 and social media, and upload City news and updates that are currently available on the City's website and social media to the City's cable channel.

On January 30, 2020, the City issued a Request for Proposals (RFP) to seek a qualified vendor to assist the City in upgrading its broadcasting capabilities. The City received two bids and selected VMI, Inc. The selection process weighed a number of factors including cost, experience and references. VMI's bid includes new equipment, installation, removable of existing equipment, implementation of broadcast software, training for staff, onsite support for 90 days after installation date, and one year warranty.

ATTACHMENTS: A. Quote from VMI, Inc.
B. Scope of Work



John Delmont
 11258 Monarch St.
 Unit A
 Garden Grove, CA 92841
 714-894-6100
 FAX 714-894-6110
jdeltmont@vmivideo.com
www.vmivideo.com

Quotation

Date: 2/11/2021
 Quote:
 Valid Until:
 Availability: TBD ARO

RFQ #:
 Project Name:
 CA Reseller # SRYGH102-543530
 VMI Fed Tax # 94-2395703
 CA License # 995912

Bill to: City of South Gate
 City Manager's Office/ Marina R. Urias
 8650 California Ave.
 South Gate, CA 90280

Ship to:
 TBD

323-563-9508

CA TAX ID # 760258
 Small Business # 1130920
 Woman Owned

Tax	Terms	Drop Ship	Ship Via	FOB	Required By	PO #
YES	Net 30	YES	Best Way	Origin		

Qty	Manufacturer	Item	Description	Unit Price	Total
1	Cablecast	CBL-VIOLITE-600	2 channel configurable 1x1 or 0x2 SD/HD SDI encode/decode, multi-format server with 8TB of storage in a 1 RU chassis.	\$7,870.00	\$7,870.00
1	Cablecast	CBL-CGPLAYER-LIC	Cablecast CG bulletin board software for installation in Cablecast VIO video servers.	\$1,315.00	\$1,315.00
1	Cablecast	CBL-VIOLITE-HA	Annual hardware assurance contract for the, CBL-VIOLITE-600. First 3 years are included with the purchase.(2 Years)	\$1,695.00	\$1,695.00
2	Cablecast	CBL-SAS-CH-1YR	Annual software maintenance contract per I/O (Input/Output). Covers all the software upgrades including major releases at one facility.	\$1,529.00	\$3,058.00
1	Matrox	MHDX-I	Monarch H.264 Video Encoder, Stream, Record	\$1,290.00	\$1,290.00
1	Matrox	MRCH/RACK/KIT	Rackmount Kit	\$140.00	\$140.00
1	BlackmagicDesign	VHUBSMTCS6G 1212	Video Hub CleanSwitch 12x12	\$1,495.00	\$1,495.00
1	BlackmagicDesign	HDL-AUDMON1RU 12G	Audio Monitor 12G/ Rackmountable	\$1,195.00	\$1,195.00
1	Marshall State	M-LYNX-702 V.3 Recycle	Dual 7" Monitor Electronic Waste Recycle Fee	\$715.00	\$715.00
1	Middle Atlantic	UPS-S1500R	750 Watt UPS, Uninterrupted Power Supply	\$4.00	\$4.00
1	Middle Atlantic	UPS-IPCARD	Network Interface Card	\$757.00	\$757.00
1	Middle Atlantic	BR-1	Brush Panel 1RU	\$225.00	\$225.00
1	Middle Atlantic	PDT-1615C-NS	Power Strip, 16 Outlet, 15a	\$46.00	\$46.00
1	Middle Atlantic	U2V	2RU Vented Rack Shelf	\$145.00	\$145.00
1	Netgear	GS316	16 Port Unmanaged Gigabit Switch	\$53.00	\$53.00
				\$94.00	\$94.00

Comments:

Accepted By: _____
 Title: _____
 Date: _____
 PO Number: _____

VMI, Inc.



VMI
BROADCAST AND
PROFESSIONAL VIDEO

Quotation

John Delmont
11258 Monarch St.
Unit A
Garden Grove, CA 92841
714-894-6100
[FAX 714-894-6110](tel:714-894-6110)
jdeltmont@vmivideo.com

Date: 2/11/2021

City of South Gate
City Manager's Office/ Marina R. Urias

Ship to:

Tax	Terms	Drop Ship	Ship Via	FOB	Required By	PO #
YES	Net 30	YES	Best Way	Origin		

Qty	Manufacturer	Item	Description	Unit Price	Total
1	ESE	DV319-P2	Sync Generator	\$455.00	\$455.00
1	Raloy	RF117HD-Catx 10008	Rackmount Slideout KVM Switch/ Monitor	\$1,618.00	\$1,618.00
2	Raloy	RDG-100S	VGA and USB Dongles	\$65.00	\$130.00
1	VMI	IM	Installation Materials/ Cabling	\$675.00	\$675.00
1	VMI	IL	Engineering, System Design, and Drawing	\$1,150.00	\$1,150.00
1	VMI	IL	System Integration and Training	\$2,950.00	\$2,950.00
1	VMI	IL	Project Management	\$600.00	\$600.00
1	Shipping		Standard Ground Shipping	\$700.00	\$700.00
1	VMI	Service Contract	Per year service contract. Hardware not covered except for standard manufacturer warranties. Telephone response from Tech within 2 hours. Also includes on-site response within 48 Business Hours. Covers a maximum 6 visits per year. Assumes Cablecast Hardware and Software Assurance plans are in good standing.	\$2,650.00	\$2,650.00
1	AJA	FS-MINI-R0	FS-Mini 3G-SDI Utility Fram Sync, SDI and HDMI Simultaneous Outputs	\$635.00	\$635.00

subtotal	\$31,660.00
10.250% tax	\$2,762.99
Total	\$34,422.99

VMI Scope of Work for RRP: Video Production & Broadcast Services

City of South Gate – Request for Proposals- Video Production & Broadcast Services

VMI Statement of Work

1. Existing 22 RU- 29” Deep Rack to Be Utilized to House all Equipment.
2. Remove all existing equipment from Rack.
3. Furnish and Install:
 - a. 1500VA- 900 Watt Uninterruptible Power Supply with Network Monitoring Interface
 - b. 8 TB Video Server with
 - i. 2 Channel Configurable (2 Out or 1 In-1 Out).
 - ii. Integrated Bulletin Board Character Generator.
 - iii. Web Based User Interface
 - iv. Provides capability for future Chamber Recording. (Not in this proposal)
 - v. Hardware and Software Assurance for a full 5 Years
 - c. SDI Video Routing Switcher to manage distribution of signals within system
 - d. Audio Monitor with VU Meters for Audio Signal Monitoring
 - e. Dual Video Monitor for Monitoring of Video Signals
 - f. Slide Out, Pop Up Keyboard, Mouse, Computer Display
 - g. Live Streaming Encoder for YouTube channel.
 - h. Local Network Switch
4. The Signal shall be routed to the Existing Spectrum Channel Encoder as an SDI Digital Signal. Currently the Spectrum Encoder is being fed an Analog Signal but is capable of a digital signal. VMI shall coordinate with Spectrum to insure the new signal is transmitted correctly.
5. VMI will provide 4 hours of User Training in conjunction with the manufacture.
6. VMI estimates Installation to take 2 Days onsite.
7. VMI Shall warrant any system wiring defects for a period of one year after install.
8. VMI shall provide on-site 8am-5pm Support for 90 Days after install date.
9. VMI is procuring and selling the equipment and services, and Project Managing, and VIDIFLO, LLC (acting as a sub-contractor) is performing the Design, Integration and Support.

Client Responsibilities

1. City to Furnish an Internal Network Port to Connect the Video Server to the City LAN for Management and Control of the System, and Bulletin Board Content Creation.
2. Server System must be capable of having Internet Access to allow for manufacturer support.
3. City is Responsible to provide the Graphic and Textual Content for the Bulletin Board.
4. If the City wishes to have Background Music along with the Bulletin Board content, the City is Responsible to provide a Music Playlist or a Music Source (Cable Radio, Radio, CD, Music Player) for this. VMI Shall Integrate into system.
5. City to Furnish a Network Port to allow Streaming Content to YouTube.
6. It is recommended that the City contract with Spectrum to Provide a Cable ‘Forward’ Drop in the IT Closet to allow for Monitoring of the Spectrum Cable signal in the IT Room.
7. City is responsible to provide Network Security for the Server System.
8. City is Responsible to Maintain Server Manufacturers Hardware and Software Warranty Support



VMI, Inc. Corporate Headquarters

211 East Weddell Drive
Sunnyvale, CA, 94089

City of South Gate
Attn: City Manager's Office/ Marina R. Urias
8650 California Ave.
South Gate, CA 90280
323-563-9508

VMI References

City of Newport Beach, CA – Tara Finnigan, Public Information Director. 949-644-3035

tfinnigan@newportbeachca.gov

- Newport Beach TV Facility Design & Integration, System Maintenance Contract

City of Norwalk, CA – Musedek Sherian, Norwalk City TV Manager. 562-929-5377

MSHERIAN@norwalkca.gov

- Norwalk City TV Production Systems and Council Chamber Television & Audio System Upgrade

Public Cable Television Authority – John Borack, General Manager. 714-968-2024

jborack@pcta.tv

- Television & AV Systems Engineering for the Cities of Fountain Valley, Stanton and Westminster.

Town of Apple Valley – Brandon Cales, IT Manager. 7609760-240-7000 x

bcales@applevalley.org

- City Television Video Server System

John Delmont
VMI
11258 Monarch St., Unit A
Garden Grove, CA 92841
jdelmont@vmivideo.com
Cell 714-883-7889

Sacramento
916-952-2877

SF Bay Area
408-745-1700



So. California
714-894-6100

Washington
509-532-0119
6

RECEIVED

MAR 2 2021

Item No. 10

City of South Gate
CITY COUNCIL

**CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER**

AGENDA BILL

For the Regular Meeting of: March 9, 2021

Originating Department: Office of the City Clerk

Department Director: _____

Carmen Avalos
Carmen Avalos

Interim City Manager: _____

Chris Jeffers
Chris Jeffers

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

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

RECOMMENDED ACTION:

- A. Approve the Regular Meeting and Special Meeting minutes of February 23, 2021; and,
- B. Approve the Special Meeting minutes of February 25, 2021.

FISCAL IMPACT: None.

ANALYSIS: The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk's Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

BACKGROUND: The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 23, 2021**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 5:35 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

ABSENT City Treasurer Gregory Martinez

CLOSED SESSION: The Council Members recessed into Closed Session at 5:37 p.m. and reconvened at 6:37 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957(b)(1)

a. Interim City Manager

There was a discussion in the matter of the Interim City Manager and guidance was given. Also discussed in Closed Session was Item 6 under the Consent Calendar in regards to Goals Soccer Center and there was no reportable action taken.

ADJOURNMENT Mayor Davila unanimously adjourned the meeting at 6:38 p.m. and seconded Council Member Hurtado.

PASSED and APPROVED this 9th day of March 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 23, 2021**

CALL TO ORDER Maria Davila, Mayor called a Regular City Council meeting to order at 6:39 p.m.

INVOCATION Pastor Anthony Kidd, Community of Faith Bible Church

PLEDGE OF ALLEGIANCE Dina Zaragoza, Executive Assistant to the City Attorney

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Treasurer Gregory Martinez, Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

COMMENTS FROM THE AUDIENCE Adolfo Varas thanked the City Council for adjourning tonight's meeting in memory of his cousin that passed away from COVID-19. He encouraged small businesses in South Gate to take advantage of the PPE Program through the Compton Chamber of Commerce.

Virginia Johnson, 5751 McKinley Avenue, is happy to have new officers in South Gate and hopes this helps with patrols on the eastside that is being hit hard with crime. Ms. Johnson would like clarification on the reading of emails at City Council meetings. She also felt that the staff report for Item 3 at the previous City Council meeting was confusing and would like to see the Council Meeting run without the mudslinging from the members of the public at each meeting.

Robert Montalvo spoke about acquisitions of violence that were made against him at the last council meeting. He also thanked the City Manager for talking to him on his podcast. Mr. Montalvo spoke about the behavior of the City Council Members and wants them to put the residents first.

Thomas Buckley spoke about the behavior of the Commissioners and their interactions with the residents. He would also like to see counseling programs for the Council Members and Commissioners.

Andrea Paulino spoke about the behavior of some of the callers during the City Council Meetings.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 23, 2021

COMMENTS FROM

THE AUDIENCE CONT'D Liz Ruiz, thanked the Council Members for working on trying to get some vaccination centers closer to South Gate and the behavior of some of the commissioners.

REPORTS AND COMMENTS

FROM CITY OFFICIALS Steve Costley, Interim Parks and Recreation Director announced that staff is working with the American Red Cross organizing a blood drive.

Mayor Davila requested Chief Davis bring to Council at the next meeting a report on the status of crime in the City.

Randy Davis, Chief of Police stated that he will bring back a more detailed report. He was able to report that there has been a decrease in a lot of the violence crimes in the City but there was an increase in theft and grand theft autos.

Council Member Avalos asked the Chief if the officers and detectives have received their first dose to the vaccine.

Chief Davis responded that most of the staff has received at least the first dose of the vaccine.

Council Member Diaz will be representing Southern California on advancing equity with the California Cities and thanked Chris Jeffers, Interim City Manager for his hard work during these hard times.

Council Member Diaz stated that vaccines are being offered by some of the private companies in South Gate, such as Rite-Aid and Walgreens. Council Member Diaz would like see South Gate residents get first chance at receiving the vaccine before people from other cities from these local businesses. She also had a meeting with the White House COVID Response team last week and has a follow up meeting.

Council Member Avalos thanked the Fire Department for their assistance this week and encouraged everyone to be supportive of each other during these unprecedented times.

Council Member Hurtado attended the Independent Cities Authority Winter Seminar and asked the Chief of Police to speak on Racial and Identity Profiling Act of 2015 and the changes in the laws for Los Angeles County.

Chief Davis responded that the intent of the program is to eliminate racial profiling. South Gate falls under the report deadline of April 2023 and we will start collecting data in January of 2022.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 23, 2021

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Chief Davis continued to explain that Criminal Justice Reform started in 2010 with AB109 and certain crimes were reclassified. There have been new directives from the District Attorney's Office that have created some challenges in the area of public safety. The reality is that law enforcement agencies are faced with dealing with far more people on the street than they have had in the past. People who may have been in State prison or County Jail are not. Currently, there does not seem to be a disincentive to commit crime with some people. If a person has a lengthy criminal record, this is not a first offence, there is zero bail when they get arrested and people are doing very little time in county jail where is the disincentive to commit crime.

Council Member Hurtado has been in contact with the Governor's Office, Speaker Rendon and Senator Gonzalez. Senator Gonzalez is part of the vaccine equity plan mainly for our region.

Vice Mayor Rios spoke about the effects of COVID-19 on the community. Vice Mayor Rios stated that HUB Cities is hosting a virtual job and resource fair coming to South Gate March 5th. Last week the Los Angeles Community College District met with the South Gate City Council. The College District set the meeting up to inform Council about plans for the College.

Mayor Davila explained that the flags are at half-mast at the request of the president in honor of the nearly 500,000 COVID deaths in the United States. On March 3rd, Mayor Davila will be meeting with Board Member Jackie Goldberg in regards to opening the schools.

Mayor Davila stated that at the Community College Meeting it was announced that they will start working on the campus on July 1st. It is estimated that they will have about 10,000 students attending this campus.

CONSENT CALENDAR

Agenda Items 1, 2, 3, 4, 6 and 7 were unanimously approved by motion of Council Member Avalos and seconded by Mayor Davila. Item 5 was pulled for separate discussion.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

1 PARCEL MAP 74973

The City Council unanimously adopted Resolution No. 2021-10-CC entitled - A Resolution of the City Council of the City of South Gate approving Final Parcel Map No. 74973 for the property located at 12411 Industrial Avenue, South Gate, CA 90280, as necessary to authorize a two-lot subdivision during Consent Calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 23, 2021

2 CITY COUNCIL ASSIGNMENTS

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

- a. Approved Amendment No. 1 to Contract No. 2020-01-CC with Kiley & Associates, LLC, to continue providing federal legislative advocacy services to the City, retroactively effective September 25, 2020 through September 30, 2022, in the monthly payments of \$3,333 for a total of \$80,000 over a two-year period; and
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

3 GARFIELD AVE

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

- a. Approved Amendment No. 3 to Contract No. 3068 with Harris & Associates to fund additional Engineering Design Services that were performed to incorporate additional street and landscaping improvements in and around the Hollydale Library area, as a part of the Garfield Avenue and Imperial Highway Street Improvements Project, City Project No. 413-ST, Federal Project No. STPL-5257(030), in an amount not to exceed \$9,996; and
- b. Authorized the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

4 ENGINEERING

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

- a. Approved Amendment No. 4 to Contract No. 3340 with SAFNA Engineering & Consulting, a Division of SAFNA, to continue engineering services for water infrastructure projects and operations support, on a month-to-month basis for up to six months, to provide time to complete a recruitment process for a Civil Engineer, in an amount not to exceed \$124,000; and
- b. Authorized the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 23, 2021

5

SURPLUS PROPERTY

The City Council unanimously approved A and B as amended by Council Member Avalos and seconded by Council Member Hurtado.

Amendment: Contact community groups to see if they could use the bikes for their organizations and any unclaimed bikes are approved to go to auction.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Declared certain items as surplus property; and
- b. Authorized U.S. Auction Services to sell these surplus items at auction.

6

GOALS SOCCER

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

- a. Approved Acknowledgement Letter that the City of South Gate has received notice of the proposed reorganization of ownership transaction as required under Section 18.2 of the Ground Lease Agreement with Goals Soccer Centers, Inc., and waive the 60-day period to approve or reject the Transaction; and
- b. Authorized the Mayor to execute the Acknowledgement Letter in a form acceptable to the City Attorney.

7

MINUTES

The City Council unanimously approved A, B and C during Consent Calendar.

- a. Approved the Regular and Special City Council Meeting minutes of January 26, 2021;
- b. Approved the Special City Council Meeting minutes of February 4, 2021; and
- c. Approved the Regular and Special City Council Meeting minutes of February 9, 2021.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 23, 2021

8

CAPITAL
IMPROVEMENT

The City Council unanimously approved A, B, C and D as amended by Vice Mayor Rios and seconded by Council Member Hurtado.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Approved an amendment to the Capital Improvement Program to add the following projects: (1) the South Gate Police Department (SGPD) Air Conditioner Replacement Project, City Project No. 667-GEN, and (2) Storm Water Infiltration Wells Improvements, City Project No. 670-SD;
- b. Appropriated \$15,000 from the unrestricted fund balance in the Building & Infrastructure Maintenance Fund to Account No. 524-501-21-9100 (BIM Fund - Facility Improvements) to fund the design phase of the SGPD Air Conditioner Replacement Project, City Project No. 667-GEN;
- c. Approved the transfer of \$17,600 in Los Angeles Unified School District Funds from Account No. 311-790-31-9572 (Chakemco Improvements-Atlantic-Legacy) to Account No. 311-790-31-9540 (CIP Fund - Storm Water Infiltration Wells Improvements) to fund the design phase of the Storm Water Infiltration Wells Improvements, City Project No. 670-SD; and
- d. Appropriated \$17,600 in Measure W Funds to Account No. 311-790-31-9540 (CIP Fund - Storm Water Infiltration Wells Improvements) to fund the design phase of the Storm Water Infiltration Wells Improvements, City Project No. 670-SD.

9

WARRANTS

The City Council unanimously approved the Warrant Register with the exception of #91517 by motion of Council Auditor Avalos and seconded by Mayor Davila.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Approving Check No. 91517 from February 9, 2021; and
- b. Approved the Warrant Register for February 23, 2021:

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 23, 2021

9

WARRANTS CONT'D	Total of Checks:	\$3,257,710.23
	Voids:	\$ (1,188.00)
	Total of Payroll Deductions	<u>\$ (425,366.06)</u>
	Grand Total:	\$2,831,156.17

Cancellations: 90629, 91184

ADJOURNMENT Mayor Davila unanimously adjourned the meeting in memory of Rudy Rodriguez and Elder Alfaro at 8:10 p.m. and seconded by Council Member Avalos.

PASSED and APPROVED this 9th day of March 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
THURSDAY, FEBRUARY 25, 2021**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 2:05 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

ABSENT City Treasurer Gregory Martinez

CLOSED SESSION Raul F. Salinas, City Attorney stated that at this time Item #2 will not be discussed in Closed Session. As it was posted on the Agenda we will accept audience comments if there are any.

The Council Members recessed into Closed Session at 2:10 p.m. and reconvened at 4:27 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957(b)(1)

a. Interim City Manager

The City Council received a presentation regarding this matter. Upon conclusion of the presentation guidance was given but there was no reportable action.

2. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8

- a. Property APN: N/A
Property: 9599 Pinehurst Avenue, South Gate,
California 90280

SPECIAL CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2021

City Negotiator: Chris Jeffers, Interim City Manager
Negotiating with: Goals Soccer Centers, Inc.
Under Negotiation: Terms of Leases

This item was not discussed in Closed Session.

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting at 4:28 p.m. and seconded Council Member Hurtado.

PASSED and **APPROVED** this 9th day of March 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

RECEIVED

City of South Gate

Item No. 11

MAR 3 2021

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

10:25am

For the Regular Meeting of: March 9, 2021

Originating Department: Public Works

Department Director:

Arturo Cervantes

Interim City Manager:

Chris Jeffers

SUBJECT: AGREEMENT WITH TETRA TECH TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) COMPLIANCE STUDY FOR CITY WATER WELLS - CITY PROJECT NO. 666-WTR

PURPOSE: As a precautionary measure, staff is requesting approval to move forward with a study of Per and Polyfluoroalkyl Substances (PFAS) contaminants that have been previously detected in several of the water wells of the City’s municipal water system. While all detection levels are below the standard which would require action by the City per State regulations, staff would like to develop solutions, as a precautionary measure, prior to PFAS’s becoming an operational issue.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Agreement with Tetra Tech to provide professional engineering services for the preparation of the Per- and Polyfluoroalkyl Substances (PFAS) Compliance Study for City Water Wells - City Project No. 666-WTR, in an amount not to exceed \$165,000;
- b. Appropriating \$200,000 from the Water Fund’s unrestricted fund balance to Account No. 411-71-731-6101 (Water Fund - Professional Services) to fund the cost of the Per- and Polyfluoroalkyl Substances (PFAS) Compliance Study for City Water Wells - City Project No. 666-WTR; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

QA/10/21

FISCAL IMPACT: There is no impact to the General Fund. Funds were not included in the Fiscal Year 2020/21 Municipal Budget for this Agreement; therefore, if the City Council approves this Agreement, funds in the amount of \$200,000, will need to be appropriated from the Water Fund’s unrestricted fund balance. The breakdown of project costs is as summarized below:

Services	Water Funds
Agreement	\$165,000
Contingency	\$22,000
Project Management	\$8,000
City Staff Time	\$5,000
Total Budget	\$200,000

ANALYSIS: The Central Basin (CB) groundwater aquifers contain a body of water that is located underground, which water is referred to as groundwater (Groundwater). Groundwater is a primary source of drinking water for many water purveyors in the CB, including South Gate. Water purveyors extract Groundwater from the CB aquifers, and process it through their water systems to serve it to their water customers (Drinking Water). One hundred percent of the City’s water source is Groundwater.

Groundwater in the CB aquifers contain natural or manmade contaminants. The type and concentration levels of the contaminants found in the Groundwater changes throughout the aquifers, beyond the City's control. In the City of South Gate alone, for example, Groundwater characteristics vary at water production facilities based on the location of the wells. This is the common characteristic of Groundwater in its natural existence.

The City processes Groundwater through its water system before it is dispensed as Drinking Water. System wide, the City chlorinates the Groundwater to provide disinfection. Disinfection is a common process that kills bacteria and viruses. At two water production facilities, the City also treats the Groundwater through a spray aeration system or a Greensand filtration system before it is dispensed as Drinking Water. As a part of said processing, the City takes more than 2,600 samples of Groundwater annually. These samples are then sent to certified labs for analysis, whom send the results to the State Water Resources Control Board (State) and the City. The State will then determine if the City, like any other water purveyor, is meeting State and Federal drinking water quality standards.

The information developed through these water samples also allows policy makers the opportunity to see trends developing which can allow them to act early to address potential issues. The information is also the basis for the annual Consumer Water Quality Report published by every water purveyor, including the City of South Gate, listing elements that have been detected and to the degree they exist. Again, should any element exceed established levels, the watery purveyor would be required to take appropriate action by those regulatory agencies.

As previously directed by the City Council, in December of 2019, the City launched a proactive program to voluntarily sample Groundwater at all of the City's water production facilities to further its understanding of the condition of Groundwater citywide as a result of Per- and Polyfluoroalkyl Substances (PFAS) being detected at the Hawkins Reservoir. The water sampling program found that PFAS was detected in the Groundwater at Water Wells No. 14, 18, and 19 located at the Parks Reservoir, and at Well No. 24 located at the Hawkins Reservoir, however, at concentration levels that were below any State or Federal water quality standards requiring action by the City.

As a precautionary measure, the Public Works Department shut down water production facilities at these wells. As follow up, the Department is proposing that a comprehensive planning study be prepared to enable the City to assess the impacted water wells, strategically plan, and budget and implement water system improvement solutions. It is anticipated that the PFAS solutions will be costly, as such, the study will be instrumental to making responsible decisions. Finally, the study will also support the City in meeting State requirements for PFAS which have recently come into effect. On February 6, 2020, the State Water Resources Control Board (SWRCB) announced that they reduced the levels of two PFAS contaminants (perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS). Such would require water purveyors to take action when these new thresholds are exceeded. The SWRCB set new response levels (RLs) of 10 parts per trillion (ppt) for PFOA and 40 ppt for (PFOS). The planning study is the City's proactive approach to ensure it not only continues to meet standards as they exist today, but also to be prepared to be better able to deal with any new standards that may be adopted by regulatory agencies.

BACKGROUND: The Public Works Department is recommending the approval of an Agreement with Tetra Tech to prepare the planning study pursuant to a competitive selection process.

On November 17, 2020, a Request for Proposals (RFP) for engineering services for the preparation of the PFAS Compliance Study was released to six qualified consulting firms. On January 18, 2021, proposals were submitted by three firms to the City Clerk's Office as summarized below:

Consultant	Non Optional Tasks	Optional Tasks	Proposed Fee
Tetra Tech	\$144,600	\$20,400	\$165,000 (*)
Carollo Engineers	\$214,606	\$25,440	\$240,046
Kennedy/Jenks Consultants	\$274,763	\$15,008	\$289,771

(*) The fee in the original proposal was \$168,100 and was renegotiated.

A technical panel comprised of the Water Division Manager, the City of Lakewood Director of Water Resources and the South Gate Consultant Water Engineer evaluated the consultants. The selection process weighed a number of factors including fees, project manager and team qualifications, experience in similar projects, understanding of technical issues, and experience in PFAS treatment system design. Based on the ranking criteria, Tetra Tech received the highest ranking from the panel. The proposed Agreement with Tetra Tech provides the following:

- **Qualified Project Manager** – With more than 36 years of public and private sector experience, the Project Manager’s expertise is chlorination system designs, water resources/water quality, and public utilities.
- **Successful Track Record** – Tetra Tech is a nationally recognized engineering company with more than 16,000 technical personnel and 400 offices worldwide. According to Engineering News Record, in 2020, Tetra Tech was the top-rated company under the water category. They have been in business for over 50 years.
- **Project Familiarity** – Tetra Tech is familiar with the City’s water system. They completed the design documents for the following: (1) Citywide Chlorination System Upgrade Project, (2) Elizabeth Reservoir & Booster Pump Station Project, and (3) Well No. 29 Project.
- **Experience on Similar Projects** – Tetra Tech’s experience with PFAS spans across 22 states and internationally. It is inclusive of 15 industrial sites, 46 Navy sites, four NASA sites, and six other Federal sites. They were selected by the Orange County Wastewater Authority as one of the engineering firms to design PFAS Treatment systems for groundwater producers.

The key tasks of the PFAS Compliance Study include evaluating PFAS treatment options, possible alternates to treatment, determining overall impact of use of imported water from Metropolitan Water District (MWD) and/or use of interties with local purveyors to supplement water supply, comparison of overall costs for options, and recommendations.

Tetra Tech’s proposed fee of \$165,000, includes \$144,600 for the PFAS study and \$20,400 for an optional task of studying a treatment system for the contaminant 1,4-Dioxane detected in Water Wells No. 14, 18, 19, 24 and 27. The detection levels of 1,4-Dioxane exceed the notification level of 1 part per billion (ppb), but still well below the RL level of 35 ppb. Similar to PFAS, it is anticipated that SWRCB will require treatment of 1,4-Dioxane in the future. Taking that into consideration, an optional item was included in the scope of work. The optional task will look into developing a combined treatment system for the removal of PFAS and 1,4-Dioxane, and is included in the proposed Agreement.

If awarded, the preparation of the PFAS Compliance Study is expected to begin in April of 2021, and be completed in six months.

ATTACHMENTS: A. Proposed Agreement
B. Water System Map

CC/AA:lc

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE PER- AND POLYFLUOROALKYL SUBSTANCES COMPLIANCE STUDY FOR
CITY WATER WELLS BETWEEN THE CITY OF SOUTH GATE AND
TETRA TECH**

This Agreement for Professional Services for the Per- and Polyfluoroalkyl Substances (PFAS) Compliance Study for City Water Wells, City Project No. 666-WTR (“Agreement”) is made and entered into on March 9, 2021, by and between the City of South Gate, a municipal corporation (“City”), and Tetra Tech, whose California Secretary of State’s Entity Number is C0168406 (“Consultant”). The City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, City desires to retain professional engineering services for the preparation of the Per- and Polyfluoroalkyl Substances (PFAS) Compliance Study for City Water Wells, City Project No. 666-WTR;

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services required under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform professional services described in the Scope of Work attached hereto as Exhibit “A” and made a part to this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF WORK.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Work as described in Exhibit “A.” The Scope of Work may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation paid by City to Consultant for this Agreement shall not exceed the sum of **One Hundred Sixty-Five Thousand Dollars (\$165,000)** as described in the Fee Schedule attached hereto as Exhibit “B.” City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Manager/Director of Public Works.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant’s office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
 - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit “A.” City shall pay the Consultant within forty-five (45) days of receipt of

an approved invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of March 9, 2021, and will remain in effect through and including June 30, 2022, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Assistant City Manager/Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Assistant City Manager/Director of Public Works has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
 - 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
 - 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
 - 6.2 **Termination for Cause.**
 - 6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
 - b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.
- 6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.4 Non-Discrimination.**
- 6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated

during employment without regard to their race, color, religion, ancestry, 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.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

6.5.2 Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Professional Liability insurance with a limit of not less than \$1,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled or

materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change.”

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant’s (including Consultant’s employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 Compliance With Applicable Law. Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.

6.8 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

6.8.1. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant’s employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant’s obligations to City are solely such as are prescribed by this Agreement.

6.8.2. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

6.9 Consultant's Personnel.

- 6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

- 6.12 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
- 6.13 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement (including Exhibits "A" and "B" hereto, which are incorporated herein by this reference) constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
 City of South Gate
 Arturo Cervantes
 Assistant City Manager/
 Director of Public Works
 8650 California Avenue
 South Gate, CA 90280
 E-mail: acervantes@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:
 Tetra Tech
 Steve Tedesco, PE
 Senior Vice President
 17885 Von Karman Avenue,
 Suite 500,
 Irvine, CA 92614-5227
 E-mail: Steve.Tedesco@tetrattech.com

- 6.21 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement

on behalf of the Party for whom he or she purports to sign.

- 6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

[Remainder of page left blank intentionally]

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

CITY OF SOUTH GATE:

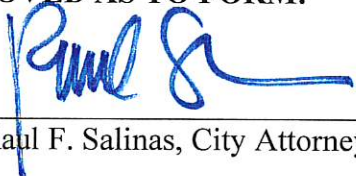
By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

TETRA TECH:

By: _____
Steve Tedesco, PE,
Senior Vice President

Dated: _____

EXHIBIT A
SCOPE OF WORK

**PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) COMPLIANCE STUDY FOR
CITY WATER WELLS - CITY PROJECT NO. 666-WTR**

I. PURPOSE

The City of South Gate (City) owns and operates a municipal water system. Groundwater extracted from some of the system's water wells is impacted by PFAS. The City seeks the services of an engineering consultant to prepare a planning study to address this issue: Per- and Polyfluoroalkyl Substances (PFAS) Compliance for the City's water system.

The goal of the study is to develop a comprehensive planning document that enables the City to strategically plan, budget and implement water system improvement solutions. Recommended solutions shall provide for mitigating the impacts of PFAS to water quality, such that the water wells can continue to be operated while meeting State and Federal drinking water standard. Each solution shall also provide for supply reliability and efficiency to meet the current and future water demands in a cost-effective manner.

The City is seeking engineering expertise and experience in all tasks required to successfully complete the study, inclusive of but not limited to, reviews, technical assessments, recommendations, and planning level design documents for cost-effective treatment systems for the impacted groundwater wells. More particularly, the treatment systems shall remove, or reduce the levels of PFOA and PFOS substantially below the current Response Level of 10 PPT and 40 PPT, respectively. The report should also cover the overall impact to the water system, including water quality and conveyance issues, if imported water from Metropolitan Water District (MWD) is used and/or addition of PFAS free new wells or replacement wells instead of constructing treatment facilities.

II. PROJECT SCHEDULE

The Consultant's proposal shall include a schedule for completion and delivery of the documents within six months from the date of contract.

III. BACKGROUND

In August 2019, California's Division of Drinking Water (DDW) established notification levels (NLs) for perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) (6.5 ppt for PFOS and 5.1 ppt for PFOA). Notification levels are a nonregulatory, precautionary health-based measure for concentrations in drinking water that warrant notification and further monitoring and assessment.

On February 6, 2020, State Water Resources Control Board (SWRCB) announced that they reduced the levels of PFOA and PFOS in drinking water that trigger responses by water systems. The SWRCB set new response levels (RLs) of 10 parts per trillion (ppt) for PFOA and 40 ppt for PFOS. Previously, the RL was 70 ppt for the total concentration of the two contaminants combined. Under a new California law (Assembly Bill 756), if a water system receives a SWRCB order for testing and finds that the PFOA or PFOS concentration exceeds their RL, the system is required to take the water source out of service, provide treatment, or notify their customers in writing. Water systems are also required to take several other measures to communicate the test results to the public.

In 4th Quarter of 2019, the City voluntarily started testing its wells for PFAS chemicals. From the test results (Table-2), the presence of PFAS was found in the City Wells No. 14, 18, 19, and 24. Due to the presence of PFAS above the NLS and closer to RLs, the City decided to remove Well No. 14 and 18 from the service pending further evaluation.

To be proactive, the City is taking steps towards a permanent solution. As the first step, a planning study will be prepared to assess the impact of PFAS under different scenarios, and to develop water treatment strategies and recommendations for modifications. Costs for treatment are likely to be noteworthy, so the planning study would guide decision-making.

The City is seeking an assessment and recommendations to aid in the decision-making for managing PFAS. The intent of the study is to evaluate the existing wells and develop a written report that establishes the physical and fiscal needs to address deficiencies in water quality, especially pertaining to PFAS, identified in recent water quality testing.

In order to meet regulatory requirements, the report will evaluate and identify specific treatment technology and associated infrastructure for groundwater treatment needs, in a short term and long-term detailed Capital Improvement Program. Proper assessment of water quality data, treatment processes evaluation, and use of alternate supply sources such as construction of new water wells on the west side of the City, replacement wells on the east side of the City. Analysis should also document the aspects of using imported water from existing inter-ties to secure City's long-term and sustainable water supply.

The Water Replenishment District (WRD) has a grant program for PFAS treatment. Funding will be offered for two years with a total amount of \$34 million dollars. It is capped at \$5 million or \$1,000 dollars per AF of water treated. The City has applied for funding for three qualifying wells (Well No. 14, 18, and 24).

IV. SOUTH GATE WATER SYSTEM

a) Existing Water System

The City's municipal water system has approximately 135 miles of water mains. The City's water system serves the approximately 90 percent; Golden State Water Company serves the Hollydale area; and Tract 180 Mutual Water Company and Walnut Mutual Water Company serves a few properties in the City. There are over 14,500 customer accounts that the City is servicing including

residential, commercial and industrial customers. The City also has several recycled water service connections to serve mainly landscape irrigation.

Currently, the City's potable water demand is met by eight active wells (see Figures 1 and 2, and Table 1). The annual production is approximately 8,300 acre-feet and the City has an Allowed Pumping Allocation (APA) of 11,183. The City has not used MWD water for several years and currently anticipates using the connections only for major emergencies. Three additional wells (Well No. 13, 23, and 25) in the system are classified standby at present due to elevated levels of iron, manganese, or other volatile organic carbon (VOC) contaminants as classified by EPA.

Well No. 28 and 29, located at Ardmore Avenue, are primary production wells for the west side of the City. Well No. 26 and No. 27, located at Tweedy Boulevard, serves south west portion of the City. Wells No. 13 (standby), 14, 18, and 19, located in the South Gate Park on the east side of the City. Well No. 24, located on the east side of the City, is the main feed to the Hawkins Reservoir and area east of Los Angeles River.

The water extracted from all groundwater wells is disinfected with liquid sodium hypochlorite at the well facilities prior to the delivery into the distribution system. Currently, there is wellhead treatment at two facilities of the water system for removal of primary and secondary contaminants: 1) Spray Aeration Treatment Systems for Park Well No. 13, 14, 18, and 19 to remove VOC; and 2) Loprest Greensand Treatment Plant for Well No. 27 at the Westside Reservoir site to remove Iron and Manganese. These two systems have been operating successfully for many years on a continuous basis.

There are five, at grade, steel water tanks and one underground concrete tank in the system with a total capacity of 14 MG. Two of the at grade tanks, capacity 2.5 MG each, are located at Firestone Boulevard and the I-710 Freeway, referred to as the Hawkins Reservoirs, while the two at grade tanks, capacity 1.66 MG each, at Westside Reservoir site are located at Tweedy Boulevard between Well No. 26 and Well No. 27. The recently completed Elizabeth Reservoir has a capacity of 1.8 MG. The underground concrete tank, capacity 4.2 MG, is located in the South Gate Park.

The existing Well No. 14, 18, 19, and 24 are impacted by the presence of PFAS. These four wells jointly provide over 50% of the 8,300 acre-feet of annual water production. The daily demand in the City system is in the range of 8 to 12 million gallons per day in Summer. The daily pumping rates for the four wells is around 5,500 gpm. Also, the Hawkins and Park Reservoirs provide over 65% of the total storage capacity of 14.3 million gallons of the City water system. If the four wells at the Hawkins and South Gate Park are removed from service due to non-compliance, the water system will also lose this emergency storage. Besides, the City has invested in infrastructure at these two sites. Therefore, it is imperative that the production of those wells will continue and the reservoirs are in service to for the system to be reliable.

All other wells in the west side of the system, (Well No. 26, 27, 28, and 29) are not impacted by the presence of PFAS.

b) Proposed Future Improvements

City is in the process of drilling a new well, Well No. 30, to replace the existing standby Well No. 25 at the Hawkins Reservoir site. Well No. 25 is a shallow well that was damaged during a previous rehabilitation project and has not shown PFAS from recent testing. This new well will be in very close proximity to (150 feet apart) Well No. 24 which is impacted with PFAS. One thought is to block groundwater from any aquifers contaminated with PFAS. Zone testing will be done during well drilling to determine the contaminated aquifers for isolation. The perforation levels can be carefully selected for the new well to eliminate intrusion of PFAS contaminants, while reducing extraction rate. Once constructed, the new well will operate as the primary well at the Hawkins site and Well No. 24 will be used for emergency purposes only. If successful as planned, this could eliminate the need for constructing a treatment plant at this site, as Well No. 24 will no longer be the primary.

Water wells, No. 14, 18, and 19 in the South Gate Park are almost 75 years old and will require replacement in the future. In view of that, the City may consider replacing the existing standby Well No. 13 in the Park. This approach will provide the possibility of eliminating the need for a PFAS treatment plant by systematically by blocking PFAS contaminated groundwater aquifers as described above. The advantage could be two folds: 1) eliminate capital investment on a treatment plant plus associated operating costs; and 2) building reliable water source on the east side of the City to address short term and long term infrastructure needs. Currently Well No. 19 has not shown excessive levels of PFAS. If the new replacement well in the Park is successful, treatment facilities may not be required in the Park.

The other active wells of the City (Well No. 24, 26, 27 and 29) are not impacted by PFAS. However, they are on the west side of the City, so it is not feasible to use them to feed the reservoirs located at South Gate Park and on the east side of Los Angeles River. They may not also have the capacity to meet maximum water demands required by the east side of the City. Study should look into constructing new wells of the west side of the City and with augmentation of east-west transmission mains to feed the reservoirs on the east side.

The water system has two MWD connections, CB-7 and CB-11, in the City (See Location Map). In addition, the City water system has five interconnections with neighboring purveyors for mutual assistance in a supply shortage. Although all these five interconnections are bi-directional, the City is the intended provider. The City currently has sufficient pumping rights to supply their residents and sell water to the neighboring agencies. Regardless, these interconnections may provide the essential backup supply needed during emergencies.

V. SUMMARY DESCRIPTION OF CURRENT WATER QUALITY STATUS

a) Summary of Sampling Results

As anticipated, the City has now been ordered by the State Water Resources Control Board, Division of Drinking Water (DDW) to sample for PFAS at Well Nos. 14, 18, 19 and 24. The requirement is quarterly sampling, for one year. PFAS has Notification Level and Response Level thresholds that the water system will be subject to, based on the average of the results of four quarters of testing.

The City is proceeded with sampling, starting in October 2020. Three of the four wells will be sampled as Well No. 19 is out of service due to a mechanical issue. The City notifying the DDW that sampling of Well No. 19 will begin in January 2021. Also, since the commencement of voluntary monthly water sampling, the test results have shown that PFAS is present at Well No. 14 and 18 at levels that exceed the Response Level threshold.

It is forecasted that this pattern will not change, which could be confirmed after the testing one-year period. If our forecast is correct, the City will need a more permanent solution as agencies are indicating they are shutting down wells that have PFAS at levels exceeding the Response Level.

The Attachment No. 1 shows the recent water quality test data for PFOA's and 1-4 Dioxane. The wells located on the east side of the City has shown the presence of PFOA's. Out of the three active wells, located in the South Gate Park (Well No. 14, 18, and 19), two wells, Well No. 14, and 18, have exceeded the response level of 10 ppt in some of the test results. Also, Well No. 24 at the Hawkins Reservoir site shown PFOA levels above or close to the RL of 10 ppt. The results also show that the levels of PFOS is general lower than the RL of 40 ppt. Well No. 19 located in South Gate Park has shown lower level of PFOA compared to Well No. 14 and 18, it but has not been in service recently due to mechanical issues.

b) Existing Treatment System for VOC and Future Treatment for 1-4 Dioxane

The three existing wells in the South Gate Park are treated for VOC's, so any PFOA's treatment system for these three wells should facilitate VOC treatment as well for water quality compliance. In addition to PFOA's, the above wells in South Gate Park and Hawkins Reservoir site have shown the presence of 1-4 Dioxane, although the detection level is much lower than the RL of 35 ppb. However, it has been brought to the attention of the City by the Division of Drinking Water of State Water Resources Control Board (DDW), some mitigation or planning measures have to be taken as there can be a maximum Contaminant Level for 1-4 Dioxane in the future. Therefore, the proposed treatment system may include mitigation of 1-4 Dioxane or provide some accommodation for future treatment of this contaminant. It is expected that 1-4 Dioxane treatment should be taken into consideration as part of this study.

Figure 1 - Water System Map

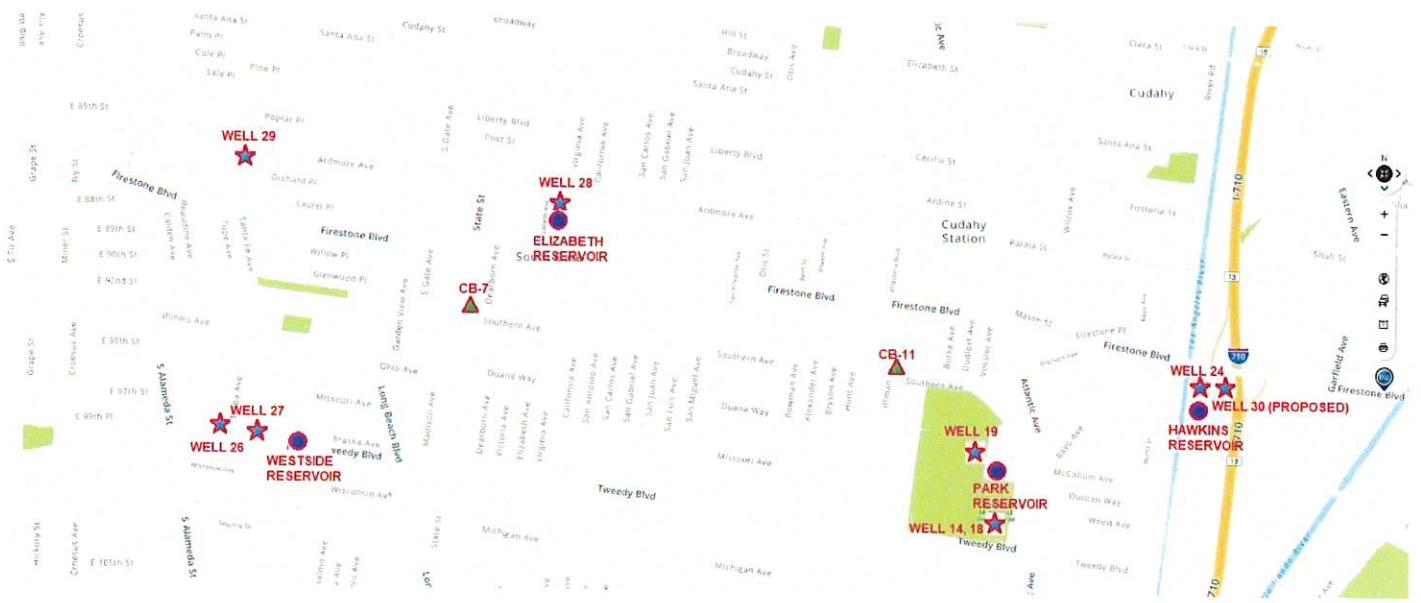


Figure 2 - Water System Layout

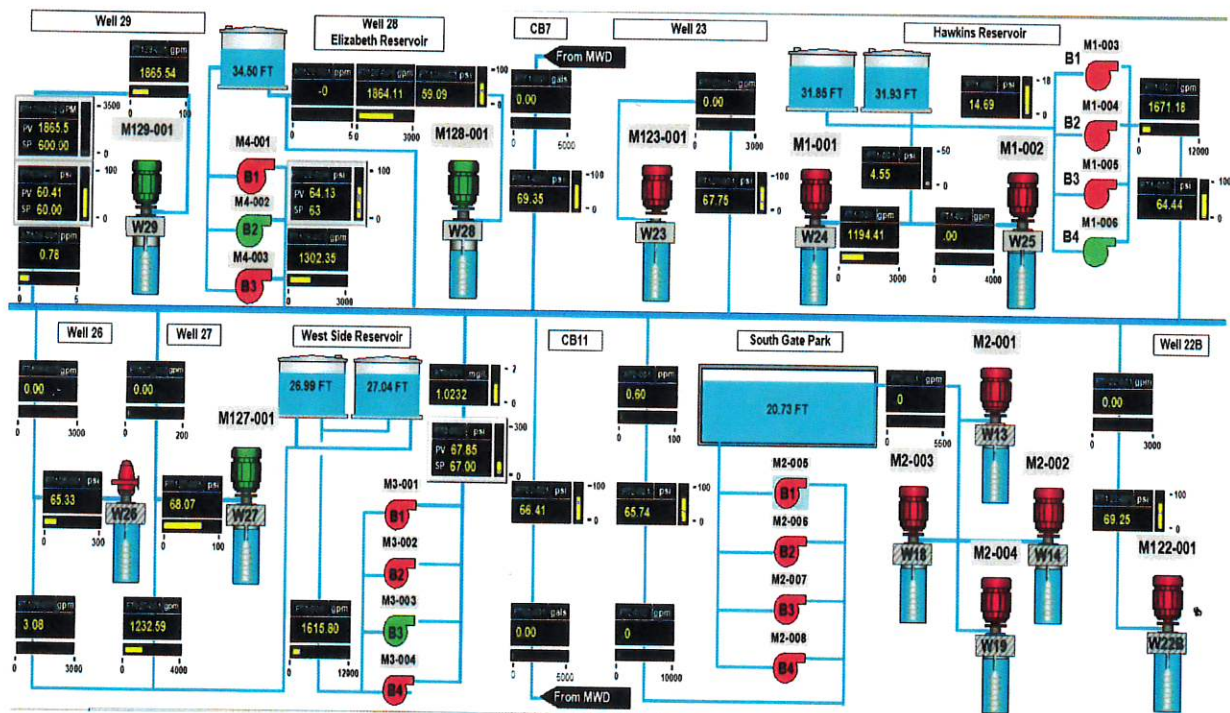


TABLE 1 - WELLSITES AND RESERVOIRS

State Well No.	Well No.	Location	Drilled	Capacity	Status
03S/ 12W-06D01	13	SG Park – 9615 Pinehurst Avenue	1940	1,650 GPM	Stand-by (Submersible pump. High levels of Iron and Manganese).
03S/ 12W-06D02	14	SG Park – 9615 Pinehurst Avenue	1944	2,900 GPM	Active
03S/ 12W-06D03	18	SG Park – 9615 Pinehurst Avenue	1945	1,500 GPM	Active
03S/ 12W-06D04	19	SG Park – 9615 Pinehurst Avenue	1947	2,000 GPM	Active
03S/12W-05M01	22-B	10740 Lee Lane	1948	950 GPM	In-active (High levels of TCE – Not connected to distribution system).
03S/ 12W-06B03	23	9595 Salt Lake Avenue	1952	600 GPM	Stand-by (High levels of Iron and Manganese).
02S/ 12W-31Q03	24	9021 W. Frontage Road	1985	1,500 GPM	Active
02S/ 12W-31Q02	25	9021 W. Frontage Road	1985	350 GPM	Stand-by (High levels of Iron and Manganese).
02S/ 13W-34Q03	26	2541 Tweedy Boulevard	1984	1,600 GPM	Active (Natural Gas powered).
02S/ 13W-34R01	27	2645 Tweedy Boulevard	1987	1,500 GPM	Active (Iron and Manganese Facility)
02S/ 13W-35A002S	28	3414 Ardmore Avenue	2003	2,500 GPM	Active
02S/13W-34A03S	29	2700 Ardmore Avenue	2017	2,000 GPM	Active

Tanks and Reservoirs

	Location	Built	Capacity
Hawkins Reservoir	9021 W. Frontage Road	1985	2 – 2.5 Million Gallons
<i>Santa Fe Tank (Out of Service)</i>	<i>2700 Ardmore Avenue (8600 Santa Fe)</i>	<i>1946</i>	<i>500,000 Gallons</i>
<i>Salt Lake Tank (Out of Service)</i>	<i>9595 Salt Lake Avenue</i>	<i>1951</i>	<i>500,000 Gallons</i>
Westside Reservoir	2751 Tweedy Boulevard	1999	2 – 1.66 Million Gallons
Park Treatment Reservoir (below grade)	South Gate Park - 9615 Pinehurst Avenue	1994	4.2 Million Gallon
Elizabeth Reservoir	3414 Ardmore Ave	2017	1.8 Million Gallon
Total 14.32 M			

Interties with Other Purveyors

Interconnection	Pipe Size (Inches)	Location
City of Downey	6	De Palma St and Mitla Ave
City of Lynwood	12	Santa Fe Ave and Seminole Ave
Walnut Park Mutual Water Company	6	Santa Ana Ave and Mountain View Ave
City of Huntington Park	6	Santa Ana Ave and Salt Lake Ave
Southern California Water Company	8	Garfield Ave and Monroe Ave

TABLE 2 - WATER QUALITY DATA (parts per trillion)

Sample Quarter	WELL 14		WELL 18		WELL 19		WELL 24	
	PFOA	PFOS	PFOA	PFOS	PFOA	PFOS	PFOA	PFOS
4TH QUARTER - 2020	9.7	29.0	10	30.0			8.1	26.0
Quarterly Average	9.7	29.0	10.0	30.0			8.1	26.0
3rd QUARTER - 2020	9.6	25.0	10.0	31.0			10.0	30.0
	9.7	31.0	11.0	33.0			9.5	29.0
	8.6	30.0	11.0	30.0			8.6	25.0
	10.0	27.0						
Quarterly Average	9.5	28.3	10.7	31.3			9.4	28.0
2nd QUARTER - 2020	12.0	38.0	11.0	33.0	7.5	22.0	9.4	32.0
	13.0	38.0	14.0	38.0				
	11.0	32.0	11	29			8.9	25
Quarterly Average	12.0	36.0	12.5	35.5	7.5	22.0	9.4	32.0
1st QUARTER - 2020	9.2	28.0	9.7	29.0	5.2	16.0	10.0	33.0
Quarterly Average	9.2	28.0	9.7	29.0	5.2	16.0	10.0	33.0
4th QUARTER - 2019							9.7	33.0
Quarterly Average							9.7	33.0

1,4-Dioxane Test Data (parts per billion)

Water Well No.	1,4-Dioxane
14	1.1 ppb
18	1.9 ppb
19	1.8 ppb
24	2.0 ppb
27	1.2 ppb
Notification Level	1 ppb
Response Level	35 ppb

VI. SCOPE OF WORK

The following items will be a framework of the scope of work to be used in proposal formation for the Study. The City understands this RFP may be inadequate to fully describe the work envisioned. Therefore, the City will be relying on the Consultant to provide modifications to the scope of work described herein based on their professional expertise in this subject area. Any additional items may be included in the Fee Schedule as Additional Item(s) for consideration. The Consultant is encouraged to incorporate items deemed necessary to meet the needs of the City in completion of the project, including attending the necessary meetings with the City to gather information, receive input and approvals, and review preliminary results.

The Consultant will need to provide a detailed analysis on how to handle PFAS concentrations for Well No. 14, 18, 19, 24 and the future Well No. 30. All items described herein should be included in the Study Report.

It should be noted that treatment facilities for Hawking Reservoir site will be located within the proposed Urban Orchard Park, similar to the wells located in the South Gate Park (Well No. 14, 18, and 19). This means some space limitations will apply and aesthetic factors may be taken into considering for facility layout.

The following are some key areas to be addressed in the study:

PFAS Treatment Options

- a) Summary of current and pending regulations applicable to City water system.
- b) Water System Permit Amendment for treatment, imported water, and blending.
- c) Basic comparison of treatment technologies currently used in the industry for PFAS. Compare in terms of capital and operations and maintenance costs. Take into account maintenance aspects of regeneration or replacement of treatment media used and ease of operation. Examine other issues such as bio-fouling of media which could create significant operations issues or plant shutdown.
- d) Bench-scale and/or Rapid small-scale column testing to determine the best treatment process including, but not limited to, Granular Activated Carbon (GAC) or Ion Exchange.
- e) Examination of combining the existing spray aeration treatment system at Park Reservoir for Volatile Activated Carbon (VOC) treatment with the proposed treatment for PFAS. The new system may include or exclude existing spray aeration treatment system based on the technology, cost, treatment, or space requirements.
- f) Treatment of 1-4 Dioxane at the well sites in the future. The proposed treatment systems for PFAS may include treatment for 1-4 Dioxane or keep provisions for future treatment. This is an Optional Task in the proposal,

- g) Take into account the space limitation and aesthetic aspects when determining treatment types and sizing treatment units. The well facilities are within or encroached into public parks. Evaluate the required space and options for treatment.
- h) Capital and O&M costs, space requirements, etc., for treatment facilities.

Evaluate Alternates to Treatment Option

- a) Evaluate alternate options such as possible blending, imported water augmentation, or drilling well(s) in a new location away from PFAS contamination.
- b) Evaluate the impact of the proposed Well No. 30 at Hawkins Reservoir site if successful in producing PFAS free water.
- c) Evaluate the impact of constructing a replacement well for standby Well No. 13 in the South Gate Park if successful in producing PFAS free water. City may consider performing a well profile to identify aquifer layers producing VOC's and PFAS.
- d) Evaluate using existing Well No. 26, 27, 28, and 29 that are not impacted by PFAS to serve the City as an alternative.
- e) Evaluate the cost of constructing new wells on the west side of the City at locations free of PFAS contamination. This includes construction of new transmission mains to feed Park and Hawkins Reservoirs from existing and future wells on the west side of the system.
- f) List the benefits of managing groundwater and having control over local resources. List the negatives of purchasing imported water such as; water shortages and allocation restrictions when in drought years, cost, control, dependency, different water quality, etc.

Describe Overall Impact of Use of Imported Water from MWD

As part of the report, the City would like to document the issues that should be addressed related to long term use of imported water from MWD Interties. One concept is to use the MWD connections in case the wells on the east side are taken out of service. This means new transmission mains need to be built to link the MWD connections to the Park and Hawkins Reservoirs. The estimated length of the transmission main from CB-11 intertie in Kaufman/Southern Avenue to the Park Reservoir is approximately 4,200 feet, while to Hawkins Reservoir across the Los Angeles River, it is around 1.4 miles. Partially converting the City water system disinfection to chloramination to be compatible with MWD water may need to be taken into consideration.

Briefly describe the water quality issues such as disinfection with chlorination vs. chloramination, fluoridization, nitrification, etc. In addition, the conveyance and storage, and system separation issues shall be briefly described.

Describe Overall Impact of Use of Interties with Local Purveyors

The City is seeking a comparative analysis of water quality conditions between the City's water system and water companies connected to the City's interties. The City understand that there are procedures that must be undertaken prior to accessing the drinking water through the interties, in order to blend and produce water that meets State and Federal Standards for drinking water. This analysis shall briefly compare primary and secondary contaminant levels, current of future anticipated PFAS levels, supply reliability considering the purveyors may also encountering the same issues, etc.

Comparisons and Recommendations

- a) Compare treatment of PFAS or use of an alternate source or strategy such as west side wells that meets water quality standards required for PFAS. Discuss individual facility components.
- b) Evaluate the cost per AF to treat PFAS and cost to serve groundwater (Replenishment Assessment of WRD plus the O&M), compare the cost to purchase imported water.
- c) Operational impact to the Park and Hawkins Reservoirs if the wells on the west side are used as supply sources.
- d) Compare options and recommendation based on the findings. Describe the next steps for the City.
- e) The consultant shall recommend the most cost-effective technology to treat for PFOS and PFOA as well as other PFAS chemicals currently being reviewed by the Division of Drinking Water (DDW) for regulation.
- f) Recommend the most cost-effective method and timely procedure to build the needed treatment systems for all wells that apply.
- g) Provide design layout and flow diagrams for all well locations that apply, including review of well and treatment operation and impact on the distribution system.
- h) Describe industry standard equipment and media/chemicals to be used.

VII. PRELIMINARY TASK DESCRIPTION

TASK A: NON-OPTIONAL TASKS

TASK NO. 1 - GENERAL ADMINISTRATION AND MEETINGS

- a) At the commencement of the project, Consultant will hold a "kickoff" meeting with City staff to discuss the scope and parameters of the project as well as City's experience with the existing water facilities. Specific goals to be accomplished will be identified and effective strategy to accomplish the project goals will be developed during this meeting. A memorandum will be prepared to document the established project goals and the project execution strategy. This memorandum will serve as the basis for subsequent action, in accordance with this Scope of Work.
- b) Attendance at Meetings: The project engineers assigned by Consultant and City shall meet three times after the kickoff meeting (preliminary, intermediate and final) during the Project.

- c) At the beginning of this project, a work plan will be prepared to set forth the significant milestones and deliverables for the members to ensure compliance with the established project execution strategy and project goals. Presentation and review of the work plan will be done at the kickoff meeting. Consultant shall forward an updated work plan to City on a regular basis.
- d) Consultant shall address any constrains or problems envisioned. Consultant shall use sound engineering criteria in the development, design and administration of the Project. Consultant shall also be responsible for the accuracy of the calculations performed on the Project.
- e) Consultant along with the project team and subconsultants shall coordinate efforts of Project, monitor schedules and budgets, and administer the contract with City.
- f) Consultant shall be responsible for all printing cost, reproduction, and binding of all related documents for the PROJECT unless stated otherwise herein.
- g) Consultant shall furnish to City one copy each of in a flash drive in MS Word, AutoCad, and pdf format for all reports and drawings upon the completion of the PROJECT.
- h) Consultant shall provide a submittal schedule and revise/update as required due to changes.
- i) Prepare monthly progress reports summarizing the actual work performed; project issues, and status of the project schedule and budget. The report shall be submitted with each invoice.
- j) Consultant shall include in the engineering fee the time and costs of meetings with the City and other governmental/permit agencies required to establish an orderly development of the study.
- k) Consultant shall record the minutes of all meetings and shall submit a copy of the minutes to the City within five (5) working days after each meeting.

TASK NO. 2 - DATA COLLECTION AND REVIEW

The consultant shall review City well information, water quality testing, distribution operating system, and meet with City management and field staff to obtain full understanding of treatment and operational needs. Additional review needs may include the following:

- a) 2015 Urban Water Management Plan
- b) 2019 Water System Master Plan
- c) Consumer Confidence Reports
- d) Public Health Goals Reports
- e) Groundwater wells and water quality data

- f) Geographical information system (GIS) data and mapping
- g) Water production data
- h) Water consumption data
- i) Monthly customer billing
- j) Supervisory control and data acquisition (SCADA) controls.

TASK NO. 3 - TREATMENT SYSTEMS EVALUATION

Evaluation of treatment methods shall include the following testing of contaminant and process viability:

- a) Bench-scale Testing with GAC or Ion Exchange (if selected).
- b) Rapid small-scale column testing (RSSCT) with GAC or Ion Exchange products to support lifecycle cost comparative assessments with equipment pre-procurement. Budget for up to four columns to be run independently of suppliers.
- c) Compare treatment options for the proposed treatment process.
- d) Compare operation and maintenance parameters for treatment options.

Design criteria

- a) Final process and discipline design criteria.
- b) Treated water quality evaluation.

Discipline design (30%)

- a) Describe environmental compliance.
- b) Site/civil facility layout for treatment options in park(s).
- c) Building, structural, equipment needs.
- d) Expanding and blending facilities in park environment. Space may be limited for treatment plant.
- e) Architectural/aesthetic design.
- f) Prepare flow diagrams.
- g) Mechanical piping and system connections.
- h) Electrical and instrumentation systems.
- i) Power demand for treatment system.
- j) SCADA integration.
- k) Operation and maintenance issues.

TASK NO. 4 - EVALUATE ALTERNATES TO PFAS TREATMENT

1) Evaluation of alternates to treatment shall include the following:

- a) Proposed Well No. 30 at Hawkins Reservoir site.
- b) Replace standby Well No. 13 in the South Gate Park.
- c) Drilling well(s) in a new location away from PFAS contamination on the west side.

TASK NO. 5 - DESCRIBE REQUIREMENTS FOR LONG TERM MWD WATER USE

- 1) Describe the following for documentation requirement:
 - a) Conversion of the City water system disinfection to chloramination to be compatible with MWD.
 - b) Isolate the eastern half of the City to accommodate conversion to chloramination.
 - c) Construction of conveyance mains.
 - d) Briefly describe in the report the water quality issues such as disinfection with chlorination vs. chloramination, fluoridization, etc.

TASK NO. 5 - PERMIT REQUIREMENTS

The permits requirements shall briefly address following:

- a) Amended water supply permit for DDW.
- b) Los Angeles County Sanitation for waste discharge permit.
- c) AQMD Permits.
- d) Environmental permitting.
- e) Any other applicable permits

TASK NO. 6 - PRELIMINARY COST ESTIMATES

Prepare following cost alternatives for treatment and imported water option for comparison:

- a) Capital costs for treatment alternatives and facility construction. City may require phasingout cost for near term, medium term (5-year), and long term.
- b) O&M costs for treatment and imported water options. Costs may include WRD Replenishment Assessment for ground water and costs for imported water.
- c) Recurrent permit fees.
- d) Prepare summary tables for comparison.

TASK NO. 7 – PREPARE STUDY REPORT

Capital Improvement Program

Based on the study, system evaluation, develop a prioritized list of near term, five-year, and ultimate capital improvement projects along with cost estimates. Provide a detailed description of the assumptions, including unit costs, and all contingencies used to estimate planning, design, and construction support effort costs described in this report. Develop short-term and long-term improvements, including costs, priorities, and completion dates of necessary improvements.

Report Preparation

- a) Prepare exhibits and maps that delineate proposed modifications or improvements.
- b) Prepare draft report and respond to comments.
- c) Prepare final report incorporating all comments into the report.
- d) Include recommendations on the next steps.

TASK NO. 8 - DELIVERABLES

- a) All findings and new cost-effective recommendations shall be included in the report. An executive summary describing the project and the methodology of validating the report shall be included in the report.
 - Final Study Report
 - Bench-scale Testing Report
- b) The City shall review the report when it is 50% complete and 95% complete.
- c) Prepare a comprehensive written report describing the work performed, findings and recommendations. The consultant shall submit five (5) copies of the draft report for the City to review. The consultant shall make a presentation of the draft report to the City. After the City has reviewed the draft report, the consultant shall meet with the City to discuss comments, modifications, and revisions. The consultant shall incorporate the City's comments into the final report.
- d) The Consultant shall submit six (6) bound copies of the final report and an electronic file to the City including all color maps and exhibits. The Consultant shall also provide a digital copy of the final report in PDF format.
- e) The consultant shall hold a meeting at the City staff to present the final report, explain the details of the report development and content.
- f) Prepare, make or attend at least two (2) presentations, as needed, at public workshops or City Council meetings, and respond to comments. Additional copies of the reports for meeting attendees shall be the Consultant's responsibility.

TASK B: OPTIONAL TASKS

The following are optional items of work, and City reserves the right to exercise its option to delete or proceed with these items. These tasks shall not be started without written authorization from the City.

TASK NO. 9 - TREATMENT SYSTEM UPGRADES FOR 1-4 DIOXANE REMOVAL

This optional task involves if the City decides to include the removal of 1-4 Dioxane as part of the treatment system.

VIII. CITY RESPONSIBILITIES

- a) Provide project management. Assign a City Project Manager to act as the project focal point.
- b) Provide or make available upon request, reports, drawings, specifications, GIS land base maps (hard copy only), available contour survey maps for the project area, City standard specifications, records and other data deemed useful for project development.
- c) Administer agreement and make payments to Consultant.
- d) Permit fees required for the project.

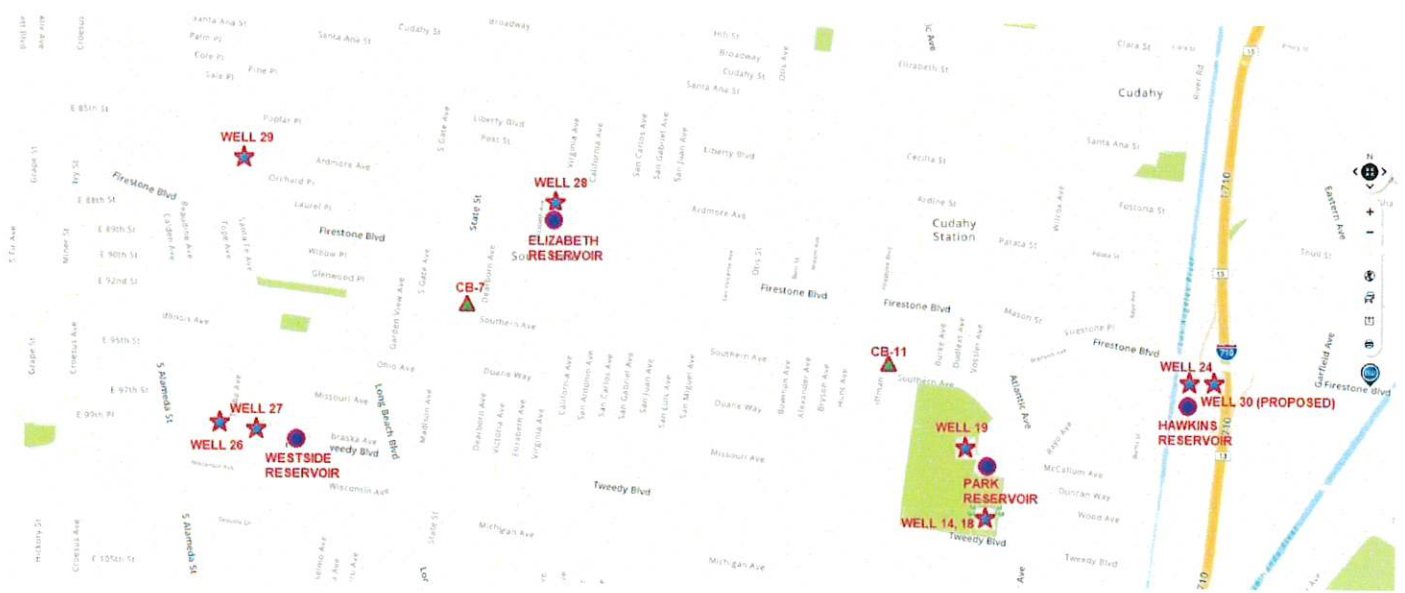
IX. MISCELLANEOUS

- a) All plans and other documents prepared by Consultant on behalf of City shall become the sole property of City.
- b) All engineering designs and calculations shall be based on design standards adopted by City.

**EXHIBIT B
FEE SCHEDULE**

Description	Project Manager		Senior Engineer		Project Engineer		Design Engineer		Administrative Support		Direct Costs		Total	
	Hourly Rate: \$260		Hourly Rate: \$250		Hourly Rate: \$185		Hourly Rate: \$125		Hourly Rate: \$120		Wk-Hrs	Amount	Wk-Hrs	Amount
	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount				
TASK A - NON-OPTIONAL WORK														
1: General Administration and Meetings	8	2,080	8	2,000	8	1,480	0	0	4	480		100	28	6,140
2: Data Collection and Review	2	520	4	1,000	2	370	8	1,000	2	240		50	18	3,180
3: Treatment Systems Evaluation	8	2,080	40	10,000	80	14,800	200	25,000	8	960		28,400	336	81,240
4: Evaluate Alternative to PFAS Treatment	4	1,040	8	2,000	40	7,400	40	5,000	2	240		50	94	15,730
5 - Describe Requirements for Long Term MWD Water Use	2	520	4	1,000	8	1,480	12	1,500	1	120		0	27	4,620
6: Permit Requirements	2	520	4	1,000	8	1,480	0	0	2	240		0	16	3,240
7: Preliminary Cost Estimates	4	1,040	8	2,000	24	4,440	40	5,000	8	960		100	84	13,540
8: Prepare Study Report	8	2,080	8	2,000	24	4,440	40	5,000	8	960		100	88	14,580
9: Deliverables	2	520	2	500	2	370	2	250	2	240		450	10	2,330
TASK B - OPTIONAL WORK														
10: Treatment System Upgrades for 1-4 Dioxane Removal	2	520	8	2,000	40	7,400	80	10,000	4	480		0	134	20,400
Additional Work - Proposed by Consultant														
Total for NON-OPTIONAL WORK (1 thru 9)	40	10,400	86	21,500	196	36,260	342	42,750	37	4,440		29,250	701	144,600
Total for OPTIONAL WORK (Item 10)	2	520	8	2,000	40	7,400	80	10,000	4	480		0	134	20,400
TOTAL ALL WORK	42	10,920	94	23,500	236	43,660	422	52,750	41	4,920		29,250	835	165,000

Water Wells of the Water System Location Map



RECEIVED

Item No. 12

FEB 23 2021

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:10pm

AGENDA BILL

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

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

SUBJECT: AD HOC PLANNING COMMITTEE FOR THE CITY'S 100TH ANNIVERSARY CELEBRATION

PURPOSE: This item was continued from the regularly scheduled City Council Meeting of February 9, 2021. The purpose of this item is to consider establishing a committee to begin planning the City's 100th Anniversary Celebration.

RECOMMENDED ACTIONS: The City Council will consider 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. 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
- b. 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.

Staff is 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 at least quarterly with updates and 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 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 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 recommend 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. The Ad Hoc Committee will recommend a budget and contracts to the City Council but does not have the ability to enter into a contract nor spend City resources without City approval. Additionally, this Ad Hoc Committee is voluntary and will not receive any compensation for attending meetings. The group will select a Chairperson from amongst the committee members to facilitate running of the meetings. The Chairperson shall have no additional duties or privileges other than members of this

Ad Hoc Committee. Subject to Section 3, below, each member selected to the Ad Hoc Committee will be expected to serve in the capacity from the time they are nominated until January 31, 2024. Should a Committee Member no longer be able to serve, they should notify their City Council Member and that City Council Member will nominate a new resident to take their place.

SECTION 3. 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 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. 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 6. 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 7. This Ad Hoc Committee is effective March 9, 2021, and will terminate on January 31, 2024.

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 March 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: March 9, 2021 by Resolution No. 2021- -CC.	
City Staff: Director of Parks & Recreation and Management Analyst from the City Manager's Office.	
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

Item No. 13

MAR 2 2021

City of South Gate
CITY COUNCIL


CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

6:50pm

AGENDA BILL

For the Regular Meeting of: March 9, 2021
Originating Department: Police Department

Department Director: 
Randall Davis

Interim City Manager: 
Chris Jeffers

SUBJECT: 2020 CRIME STATISTICS IN THE CITY OF SOUTH GATE

PURPOSE: This item was added to the Agenda at the request of Mayor Maria Davila to receive an overview of the 2020 crime statistics for the City of South Gate.

RECOMMENDED ACTION: The City Council will consider receiving and filing the Police Department's Crime Statistics Report for calendar year 2020.

FISCAL IMPACT: None.

ANALYSIS: The City of South Gate realized a decrease in violent Part 1 Crimes and an increase in non-violent property crimes during calendar year 2020. There are associated factors that impact crime rates and the South Gate Police Department has reviewed the crime statistics for 2020 to assist in developing crime reducing strategies.

BACKGROUND: The South Gate Police Department has examined the crime statistics for calendar year 2020 and will use these statistics for deployment and operation plans. In summary, there has been a decrease in the serious Part 1 Crimes such as homicide, rape, assault, and robbery. However, there was an increase in other crimes such as theft and grand theft autos. The attached power point presentation will summarize the crime statistics and will be used as an analytical tool to strategically deploy resources to address these crimes in 2021.

ATTACHEMENT: Power Point Presentation



SGPD 2020 CRIME STATS

March 9, 2021

2020 Part 1 Crime Statistics

Monthly Crime Statistics 2020										
Month	Homicide	Rape	Robb	Assault	Burglary	Larceny	GTA	Arson	Part One	CFS
Jan	0	3	18	52	20	171	51	0	315	3106
Feb	0	1	10	29	20	154	49	1	264	3128
Mar	0	2	8	46	22	136	54	0	268	3090
Apr	0	0	7	37	37	147	81	0	309	2899
May	0	0	11	47	39	148	79	3	327	3371
Jun	0	0	19	36	23	183	95	3	359	3681
Jul	0	4	14	61	33	122	67	1	302	3649
Aug	0	0	11	66	16	133	75	1	302	3644
Sept	2	2	14	66	20	112	60	1	277	3502
Oct	0	1	16	54	19	132	78	2	302	3522
Nov	0	4	17	47	32	139	79	0	318	3091
Dec	1	2	29	41	33	185	102	3	395	3117
Total	3	19	174	582	314	1762	870	15	3738	39800

The FBI's Uniform Crime Reporting (UCR) defines the following as Part 1 Crimes: Homicide, Rape, Robbery, Assault, Burglary, Larceny, Grand Theft Auto (GTA), and Arson.

In 2020, there were (3) homicides in the city of South Gate. (2) incidents were committed by one specific gang member. All (3) homicides have been closed by arrest.

2020 to 2019 Part 1 Crime Comparison

Monthly Comparison						
Crime	Last Year	This Year	Pct Chg	YTD LY	YTD TY	Pct Chg
Homicide	0	1	#DIV/0!	4	3	-25.00%
Rape	0	2	#DIV/0!	21	19	-9.52%
Robb	13	29	123.08%	179	174	-2.79%
Assault	60	41	-31.67%	718	582	-18.94%
Burglary	38	33	-13.16%	342	314	-8.19%
Larceny	143	185	29.37%	1672	1762	5.38%
GTA	53	102	92.45%	741	870	17.41%
Arson	7	3	-57.14%	24	15	-37.50%
Part One	317	395	24.61%	3701	3738	1.00%
CFS	3247	3117	-4.00%	40670	39800	-2.14%

YTD=Year to Date TY=This Year LY=Last Year

The FBI's Uniform Crime Reporting (UCR) Program defines larceny-theft as the unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another. Examples are thefts of bicycles, thefts of motor vehicle parts and accessories, shoplifting, pocket-picking, or the stealing of any property or article that is not taken by force, violence, or fraud. Attempted larcenies are included in offense totals.

2020 Property Crimes

Property Crimes 2020									
Month	Auto Burglary	Petty Theft - Vehicle Parts	Grand Theft - Vehicle Parts	Burglary Vehicle Parts	Burglary	Larceny	GTA	Part One	CFS
Jan	42	32	15	1	20	171	51	315	3106
Feb	28	22	7	1	20	154	49	264	3128
Mar	32	29	8	1	22	136	54	268	3090
Apr	30	21	3	3	37	147	81	309	2899
May	28	32	6	1	39	148	79	327	3371
Jun	32	24	5	3	23	183	95	359	3681
Jul	37	22	3	0	33	122	67	302	3649
Aug	26	34	9	3	16	133	75	302	3644
Sept	33	17	3	2	20	112	60	277	3502
Oct	32	27	8	2	19	132	78	302	3522
Nov	46	17	4	0	32	139	79	318	3091
Dec	74	27	5	3	33	185	102	395	3117
Total	440	304	76	20	314	1762	870	3738	39800

Vehicle parts stolen from vehicles typically include license plates, catalytic converters, tailgates, 3rd row seats, batteries, hubcaps, etc.

Vehicle Part Theft definition are based upon the suspect's method of theft (modus operandi) and monetary value of the item stolen as determined by the victim.

RANDY RESPONDS

Catalytic Converter Theft Victims Pay a Hefty Price for Parking Their Cars on the Street

Thieves targeting cars parked on the street are not always looking to steal them, but to steal something underneath them. And if it happens to you, it's a painfully expensive problem, especially during these tough economic times.

By Randy Mac and Christine Rober - Published February 10, 2021 - Updated on February 10, 2021 at 9:44 am



#SAN FRANCISCO BAY AREA

Catalytic converter thefts are surging across the Bay Area. The thieves rarely get caught

Sheriff's Deputies See Rise in Catalytic Converter Thefts

By Genevieve Finn / Staff Writer Feb 19, 2021 0

NEWS

Suspected thieves of catalytic converters arrested in Burbank

LAPD West Bureau report a 320% increase in Catalytic Converter Thefts.

Catalytic Converter thefts are a huge problem throughout Los Angeles County, the state of California, and the United States right now.

CRIME

Spike in Catalytic Converters Thefts Leave Drivers Frustrated

BY RENEE ENG | WEST LOS ANGELES
PUBLISHED 3:30 PM ET JAN. 08, 2021

WEST LOS ANGELES, Calif. – A few days before Christmas, Jenelle Hardwick was at home in her apartment when she heard a sound outside her window, coming from the carport below. "I heard some kind of ruckus downstairs and then I heard a 'ker' sound and instantly, I knew what it was," Hardwick said.

What You Need To Know

- West LA neighbors have witnessed a string of recent catalytic converter thefts
- Catalytic converters are required by law to convert pollutants into less harmful emissions
- Law enforcement say thieves want the converters for precious metals including palladium and rhodium
- LAPD West Bureau reports a 320% increase in catalytic converter thefts

Catalytic Converter Thieves Tools



Malibu/Lost Hills Sheriff's Station / Facebook

Thieves Tools of the Trade

Thieves use power saws to cut the Catalytic Converter off a car. The theft can occur in 3 minutes or less.

Criminals make up to \$200 per stolen catalytic converter.

Etch 'N Catch

Crime & Safety

Moorpark Police Department Presents 'Etch And Catch' Catalytic Converter Anti-Theft Program

The below listed businesses have agreed to etch your license plate number and paint a Sheriff's star on your catalytic converter.



Press Release Desk, News Partner
Posted Wed, Feb 24, 2021 at 4:10 am PT


Citizens will be able to have their license plate numbers etched onto their catalytic converters. This allows officers to trace the license plate number on recovered converters to determine the owner. It also allows investigators to locate stolen converters at scrap yards where these items are often sold. The identifying numbers may also discourage thefts when criminals realize the items can be identified as stolen.

South Gate PD is planning to do an Etch and Catch program next month. Sean Palos, Crime Prevention, is overseeing this effort.



2020 Vs 2019 Vehicle Part Thefts

Monthly Comparison Crime			2019		2020	
	2019	2020	Pct Chg	YTD LY	YTD TY	Pct Chg
Auto Burglary	74	37	-50.00%	404	440	8.91%
Petty Theft - Parts	18	27	50.00%	210	304	44.76%
Grand Theft - Parts	8	5	-37.50%	51	76	49.02%
Burglary - Parts	1	3	200.00%	25	20	-20.00%
Burglary	38	33	-13.16%	342	314	-8.19%
Larceny	143	185	29.37%	1672	1762	5.38%
GTA	53	102	92.45%	741	870	17.41%
Part One	317	395	24.61%	3701	3738	1.00%
CFS	3247	3117	-4.00%	40670	39800	-2.14%



Randall Davis, Chief of Police

YTD=Year to Date TY=This Year LY=Last Year

Certain thefts (vehicle part thefts and grand thefts) increased during calendar year 2020 while others (Auto Burglary and Burglary of vehicle parts) decreased during the same time frame. The distinction of the different categories is correlated to the value of the part that was stolen and whether or not the vehicle was locked prior to the theft.

SGPD recorded 870 GTA's for 2020. resulting in an increase of 17.41% from 2019.

2020 Arrest Statistics

South Gate Police Department Monthly Arrest Statistics 2020							
Month	Arrests	Felony	Misd	Adult	Juvenile	Male	Female
Jan	171	51	147	157	14	146	25
Feb	184	65	145	159	25	155	29
Mar	88	39	58	85	3	74	14
Apr	35	29	19	34	1	30	5
May	70	49	37	67	3	57	13
Jun	75	45	52	71	4	59	16
Jul	89	53	62	87	2	81	8
Aug	70	37	50	68	2	60	10
Sep	77	39	51	73	4	73	4
Oct	128	71	91	122	6	119	9
Nov	76	50	46	75	1	68	8
Dec	65	38	44	63	2	65	7
Total	1128	566	802	1061	67	987	148

There were (15) arrests in 2020 directly tied to Catalytic Converter thefts.
 There were (19) arrests for Grand Theft Auto.

Challenges for Law Enforcement

- **AB 109 (2011)** known as “Public Safety Realignment” was a bill designed to reduce prison overcrowding by removing “low-level” offenders from the state prison system to the county jails or to release them from incarceration under a supervised release program.
- **Prop 47 (2014)** implemented three broad changes to felony sentencing laws. 1) Reclassification of certain crimes from felonies to misdemeanors; 2) Allows defendants to petition courts for resentencing under the new misdemeanor provisions; 3) Allows defendants to have felony convictions reclassified to misdemeanors.
- **Prop 57 (2016)** known as the “Public Safety and Rehabilitation Act,” implemented revised guidelines for parole sentencing to release prisoners once they have served their full sentences for a primary criminal offense and not have to serve extra time for sentence enhancements. The idea was to also alleviate prison overcrowding by releasing nonviolent offenders to make room for the more violent and egregious offenders; however, loopholes in the law have led to convicts such as “sex traffickers, rapists, abusive spouses and even drive-by shooters” to be qualified for early release.
- **Bail Reform:** Elimination of cash bail.
- **Criminal Case Filings:** Los Angeles County District Attorney’s Office releases new guidelines on criminal case filings that eliminate filings on several misdemeanor crimes.

Deployment Strategies

- Catalytic Converter etching program
- Neighborhood Watch awareness training
- Social Media campaign to warn residents on thefts and securing vehicles
- Investigate follow up on all leads to offenders
- Encourage residents to share all video evidence if available
- Coordinating with partner organizations and City Departments on encampment mitigation, neighborhood and area clean-ups, lighting enhancements, etc., for public safety and quality of life issues.
- Regional efforts with Southeast area police agencies on traffic enforcement, gang enforcement, investigations.
- Detectives will address crime trends by deploying Electronic Stake Out devices equipped with GPS trackers, which allow multiple surveillance operations to be conducted simultaneously with minimal resources.

WARRANT REGISTER FOR COUNCIL MEETING OF 3/9/2021

RECEIVED PART I

apChkLst
02/16/2021 1:55:37PM

Final Check List
CITY OF SOUTH GATE

MAR 2 2021
6:40pm

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
91716	2/18/2021	0012107	CALIFORNIA STATE DISBURSEMENT Ben281864	2/18/2021	CA STATE DISB. UNIT: PAYMENT	224.76	224.76
		Voucher:					
91717	2/18/2021	00002138	FRANCHISE TAX BOARD Ben281860	2/18/2021	GARNISHMENT - FRANCHISE TA	396.14	396.14
		Voucher:					
91718	2/18/2021	0009920	OCSE CLEARINGHOUSE SDU Ben281862	2/18/2021	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

WARRANT REGISTER FOR COUNCIL MEETING OF 3/9/2021

PART II

apChkLst
02/18/2021 5:52:08PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91719	2/18/2021	0012868 COMPATOR, INC	3	1/12/2021	10/1/20-11/30/20 FREE MENTAL	21,674.51	21,674.51
Voucher:							
						Sub total for BANK OF THE WEST:	21,674.51
1 check in this report.						Grand Total All Checks:	21,674.51

Gray highlights indicate prepaid checks

WARRANT REGISTER FOR COUNCIL MEETING OF 3/9/2021

PART III

apChkLst
03/01/2021 10:44:03AM

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	
91720	3/1/2021	00004865 SO CALIF EDISON	02/11/2021	2/11/2021	BILLING PRD JAN/FEB 2021 & EE	101,665.91	101,665.91	
		Voucher:						
						Sub total for BANK OF THE WEST:	101,665.91	
						Grand Total All Checks:	101,665.91	

1 check in this report.

Gray highlights indicate prepaid checks

WARRANT REGISTER FOR COUNCIL MEETING OF 3/9/2021

PART IV

apChkLst
03/02/2021 9:25:25AM

Final Check List
CITY OF SOUTH GATE

Page: 1

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91721	3/9/2021	0012450	129 BUILDERS INC	000141	2/11/2021	EPOXY FLOOR & COVER BASE C	15,000.00	15,000.00
		Voucher:						
91722	3/9/2021	0012929	4511 FIRESTONE BLVD, LLC	Ref000281879	2/10/2021	UB REFUND CST #00062620 450	149.57	149.57
		Voucher:						
91723	3/9/2021	0012930	4511 FIRESTONE BLVD, LLC	Ref000281880	2/10/2021	UB REFUND CST #00062618 448	161.35	161.35
		Voucher:						
91724	3/9/2021	00003502	ABC BATTERY INC.	05385	1/26/2021	BATTERY FOR UNIT 638	92.60	
		Voucher:		05440	2/4/2021	12V BATTERY FOR UNIT 209	295.51	
				7394	2/9/2021	UNITS 651, 156, 623 - BATTERIES	905.08	
				7184	1/26/2021	BATTERIES - UNITS 185, 116, 447	525.23	
				7406	2/10/2021	UNIT 317 - BATTERY	197.14	2,015.56
91725	3/9/2021	00004372	AIRGAS USA, LLC	9109374950	1/27/2021	CARBON DIOXIDE FOR POOL	251.47	
		Voucher:		9109585916	2/2/2021	CARBON DIOXIDE FOR POOL	176.74	
				1061784140	1/31/2021	LATE CHARGE ASSESSMENT	15.11	
				9109891296	3/12/2021	INVENTORY PO/ SAFETY VEST	996.82	
				9110060208	2/16/2021	INVENTORY PO/ SAFETY VEST	336.09	1,776.23
91726	3/9/2021	0011325	ALAN'S LAWN & GARDEN CENTE	1006016	2/17/2021	CARRY LARGE SUPPLY OF IRRIG	1,156.37	1,156.37
		Voucher:						
91727	3/9/2021	0011577	ALL PHASE ELECTRIC SUPPLY C	0946-1009223	1/28/2021	60 LAMPS	241.45	
		Voucher:		0946-1005839	11/30/2020	LED LIGHTS FOR ELECTRICAL	744.19	
				0946-1009292	2/4/2021	BATTERIES FOR TRAFFIC SIGNA	150.49	
				0946-1006467	12/7/2020	STREET LIGHT CIRCUIT REPAIR:	242.33	
				0946-1007766	1/4/2021	SUPPLIES FOR ELECTRICAL DIV	1,480.66	
				0946-1007767	1/4/2021	STREET LIGHT CIRCUIT REPAIR:	1,394.64	
				9046-1008494	1/19/2021	ELECTRICAL REPAIRS	176.40	
				0946-1008496	1/19/2021	STREET LIGHT REPAIRS	231.97	4,662.13
91728	3/9/2021	00004309	AMERIFLEX	INV386493	2/4/2021	FEB 2021: FSA ADMIN FEE FOR 3	199.50	
		Voucher:		INV384166	1/26/2021	ANNUAL RENEWAL FEE	170.00	
				INV382494	1/26/2021	JAN 2021: FSA ADMIN FEE FOR 3	204.75	574.25

Bank : botw BANK OF THE WEST

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91729	3/9/2021	0007290 APW KNOX-SEEMAN	16103637	2/1/2021	UNIT 204 - FUEL PUMP	100.28	
	Voucher:		16103593	2/1/2021	FLEET SUPPLIES - VACUUM TUE	41.34	
			16103638	2/2/2021	UNIT 204 - FUEL FILTER	14.72	
			16144071	2/16/2021	SPARK PLUG	50.06	
			16129230	2/10/2021	MIN LAMP - PART	39.20	
			16126657	2/9/2021	AIR FILTERS	34.66	
			16126656	2/9/2021	MIN LAMP - PART	39.20	319.46
91730	3/9/2021	00005075 AT&T	15736633	12/13/2020	BP-11/13/20-12/12/20-BAN: 93910	114.24	
	Voucher:		15736632	12/13/2020	BP- 11/13/20-12/12/2020 BAN: 939	17.88	
			15736629	12/13/2020	BP-11/13/20-12/12/20 BAN: 93910:	1,560.41	
			15736631	12/13/2020	BP-11/13/20-12/12/20 BAN: 93910:	2,754.89	
			15736628	12/13/2020	BP-11/13/20-12/12/20- BAN: 93910	673.71	
			15736635	12/13/2020	BP -11/13/20-12/12/20-BAN: 93910	22.98	
			15695579	12/1/2020	BP- 11/01/20-11/30/2020 BAN: 939	42.46	
			15699359	3/1/2021	BP- 11/01/20-11/30/2020 BAN: 939	2,602.33	7,788.90
91731	3/9/2021	00003692 AT&T MOBILITY	875963643X02162	2/8/2021	01/9/21-02/8/21: MDCA DATA CAR	453.10	
	Voucher:		28728833386X021	2/2/2021	NEW ACCOUNT FOR MDCA DATA	1,690.08	2,143.18
91732	3/9/2021	00004126 A-THRONE CO INC.	0000681467	2/19/2021	PORTABLE RESTROOM RENTAL	380.74	380.74
	Voucher:						
91733	3/9/2021	0010585 AUTOZONE STORES, INC.	5488256958	1/19/2021	UNIT 152 - VAPOR CANISTER	122.08	
	Voucher:		5488271520	2/2/2021	UNITS 210 & 704 - HEADLAMP, RI	21.48	
			5488252022	1/14/2021	UNIT 167- CENTER SUPPORT BE	76.39	
			5488272496	2/2/2021	UNIT 162- FRONT RIGHT PART	70.16	
			5488271662	2/2/2021	UNIT 162 - TORQUE STRUT	57.59	
			5488272881	2/3/2021	UNIT 210 - AIR FILTER	8.15	
			5488280124	2/9/2021	UNIT 209 - ANTENNA REPL	18.17	374.02
91734	3/9/2021	0011336 AVANT-GARDE INC.	6607 REVISED	2/8/2021	SEP-NOV 2020: PROFESSIONAL	932.15	932.15
	Voucher:						
91735	3/9/2021	0011669 BDO USA LLP	001421438	10/30/2020	OCT 2020: ACCOUNTING & FINA	3,718.00	
	Voucher:		001433356	11/25/2020	NOV 2020: ACCOUNTING & FINA	2,766.50	
			001445080	12/22/2020	DEC 2020: ACCOUNTING & FINA	180.00	
			001461664	1/29/2021	JAN 2021: ACCOUNTING & FINA	3,246.00	9,910.50
91736	3/9/2021	0010615 BEARCOM	5148221	2/12/2021	FEB 2021: ANNUAL SERVICES FI	2,270.06	
	Voucher:		5148226	2/1/2021	FEB 2021: ANNUAL SERVICES FI	175.52	
			5148211	2/1/2021	FEB 2021: ANNUAL SERVICES FI	323.48	2,769.06

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91737	3/9/2021	0012923 BERRY, BRITANY	Ref000281332	1/28/2021	UB REFUND CST #00059094 9521	153.32	153.32
		Voucher:					
91738	3/9/2021	00002136 BONDLOGISTIX	41612-4909/10132	10/13/2020	THRU 10/1/20: ARBITRAGE REBA	3,750.00	3,750.00
		Voucher:					
91739	3/9/2021	00001489 BRAKE-CO	81282	2/1/2021	UNIT S200, 294 - MACHINE ROTC	112.13	112.13
		Voucher:					
91740	3/9/2021	0012912 BRICENO, FRANCISCO	Ref000280767	1/21/2021	UB REFUND CST #00058542 1021	121.19	121.19
		Voucher:					
91741	3/9/2021	00000759 CALIFORNIA FRAME & AXLE	62531	2/3/2021	UNIT 162 - FRONT WHEEL ALIGN	55.00	
		Voucher:	62431	1/27/2021	FRONT WHEEL ALIGNMENT - UN	201.66	256.66
91742	3/9/2021	0006239 CENTRAL FORD	367684	2/3/2021	SHIFTER PARTS FOR UNIT 664	96.99	
		Voucher:	367578	2/2/2021	UNIT 168 - OIL	73.43	
			367318	1/27/2021	UNIT 138 - HUB	341.58	
			366942	1/20/2021	UNIT 179 - BRACKETS	131.42	
			367880	2/8/2021	UNIT 185 - SENSOR	66.71	
			368021	2/10/2021	UNIT 138 - KIT	64.13	
			368094	2/11/2021	UNIT 155 - OIL AND INSUL MATEI	237.79	
			366540		CREDIT FOR RETURNED PART, I	-441.00	
			366606	1/13/2021	UNIT 142 - OIL	69.72	
			366607	1/13/2021	UNIT 197 - INJECTORS	87.65	
			366510	1/11/2021	UNIT 198 - REMRG REPAIRS	1,753.37	
			367998	2/9/2021	UNIT 354 - RELAY AND CAP	67.51	
			368052	2/10/2021	UNIT 138 - VALVE	45.62	
			367717	2/4/2021	UNIT 162 - INSULA	89.94	
			367713	2/4/2021	UNIT 664 - TUBES	80.71	
			367584	2/2/2021	UNIT 664 - LUBE, LOCK	103.83	
			367570	2/2/2021	UNIT 138 - VALVE	45.62	
			367170	1/25/2021	UNIT 196 - PIPE	179.86	
			367981	2/9/2021	UNIT 96	168.70	
			367862	2/8/2021	UNIT 186 - KIT, PAD	161.15	
			367928	2/9/2021	UNIT 147 - SENSOR	32.99	
			367948	2/9/2021	UNIT 664 - TUBES AND KIT	239.10	
			368038	2/10/2021	UNIT 138 - SHOCK	152.54	3,849.36

Bank : botw BANK OF THE WEST

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91743	3/9/2021	0005839	CHAMPION CHRYSLER JEEP DOI	621342	1/21/2021	UNIT 166 - EVAP DETECTOR	43.30	
	Voucher:		621150	1/19/2021	UNIT 151 - VALVE LINEAR, SEAL	37.36		
			621202	1/21/2021	UNIT 172 - CANISTER	228.80		
			620778	1/19/2021	UNIT 152 - PAD KITS, VALVE LINE	180.44		
			620122	1/21/2021	UNIT 190 - BRAKE PAD KITS	266.64		
			622396	2/2/2021	UNIT 190 - NOZZLE, ROTORS	635.36	1,391.90	
91744	3/9/2021	0008654	CINBAD INDUSTRY INC.	3 (F)	12/1/2020	RETENTION RELEASE	4,097.31	4,097.31
	Voucher:							
91745	3/9/2021	0012842	CLASS TELECOM LLC	Ref000281329	1/28/2021	UB REFUND CST #00056296 5721	35.00	35.00
	Voucher:							
91746	3/9/2021	0011708	CLIENTFIRST TECHNOLOGY	12310	1/31/2021	JAN 2021: ASSISTANCE WITH RF	4,387.50	4,387.50
	Voucher:							
91747	3/9/2021	00000311	COASTLINE EQUIPMENT	772580	2/11/2021	PUMP AND OIL LINE FOR UNIT 21	481.87	481.87
	Voucher:							
91748	3/9/2021	00003660	CRAFCO INC	9402412561	1/29/2021	ASPHALT COLD PATCH BAG	2,034.11	2,034.11
	Voucher:							
91749	3/9/2021	0012916	CROSSMAN PROPERTIES, LLC	Ref000280771	1/21/2021	UB REFUND CST #00061446 5201	153.00	153.00
	Voucher:							
91750	3/9/2021	00001423	DAILY JOURNAL CORPORATION	B3439396	2/11/2021	ORDANCE PUBLICATION: ORDAI	110.00	110.00
	Voucher:							
91751	3/9/2021	00000178	DAVE BANG ASSOCIATES INC	CA49641	1/27/2021	REPLACEMENT CANOPIES FOR	4,203.83	
	Voucher:		CA49042	8/25/2020	SOUTH GATE PARK DEMO/ REM	8,700.00	12,903.83	
91752	3/9/2021	0012926	DE LA CRUZ, VANESSA	Ref000281335	1/28/2021	UB REFUND CST #00062113 103	293.87	293.87
	Voucher:							
91753	3/9/2021	00001565	DEPT OF JUSTICE-(DOJ) CENTR	493157	2/4/2021	JAN 2021 - FINGERPRINT APPS	130.00	130.00
	Voucher:							
91754	3/9/2021	00000175	DOOLEY ENTERPRISES, INC.	59509	1/29/2021	ACADEMY RANGE AMMUNITION	262.37	
	Voucher:		59508	1/29/2021	ACADEMY RANGE AMMUNITION	2,122.68	2,385.05	
91755	3/9/2021	0012917	ESPINOZA, LIZBETH	Ref000280772	1/21/2021	UB REFUND CST #00063711 102	204.28	204.28
	Voucher:							
91756	3/9/2021	00000619	FALCON FUELS, INC.	31342	1/22/2021	REGULAR UNLEADED FUEL & T	4,027.73	
	Voucher:		30979	1/12/2021	REGULAR UNLEADED FUEL & T	7,749.40		
			31747	2/4/2021	REGULAR UNLEADED FUEL & T	24,251.48		
			31917	2/9/2021	ULTRA LOW SULFUR DIESEL & SA	4,192.31		
			31926	2/9/2021	REGULAR UNLEADED FUEL & T	9,403.50	49,624.42	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91757	3/9/2021	0005458	FAMILY VIOLENCE PREVENTION 2ND QTR REIMB	1/21/2021	2ND QTR EXPENDITURE REIMB	1,026.53	1,026.53
		Voucher:					
91758	3/9/2021	0012924	FEDERAL BROKERS, INC Ref000281333	1/28/2021	UB REFUND CST #00063394 103	172.78	172.78
		Voucher:					
91759	3/9/2021	00002026	FEDERAL EXPRESS CORPORATI 7-245-70626	1/15/2021	FEDEX FIRST OVERNIGHT	58.12	
		Voucher:	7-276-09194	2/12/2021	FED EX 2DAY	12.20	70.32
91760	3/9/2021	0012931	FIRESTONE BLVD, LLC Ref000281881	2/10/2021	UB REFUND CST #00062619 449	161.91	161.91
		Voucher:					
91761	3/9/2021	00003770	FLEMING ENVIRONMENTAL INC. 17055	2/5/2021	VAPOR AND OVERFILL VALVE TE	1,375.00	
		Voucher:	17018	1/29/2021	VAPOR AND OVERFILL VALVE TE	550.00	1,925.00
91762	3/9/2021	0012925	FLORES CERVANTES, CARLOS Ref000281334	1/28/2021	UB REFUND CST #00062407 102	204.28	204.28
		Voucher:					
91763	3/9/2021	0012752	FUNFLICKS OF SO CAL 7370609	1/20/2021	3/13/2021 MOVIES IN THE PARK	2,599.00	2,599.00
		Voucher:					
91764	3/9/2021	0009215	G&M OIL COMPANY, LLC 012021	2/3/2021	JAN 2021: 38 EXPRESS CAR WA	190.00	
		Voucher:	122020	2/3/2021	DEC 2020: 39 EXPRESS CAR WA	195.00	
			102020	2/3/2021	OCT-NOV 2020: 5 VEHICLES EXP	20.00	405.00
91765	3/9/2021	0012910	GARCIA, ARIANA Ref000280765	1/21/2021	UB REFUND CST #00062178 101	45.29	45.29
		Voucher:					
91766	3/9/2021	00004934	GAS COMPANY				
		Voucher:	130 500 9400 5 02	2/12/2021	BILLING PRD- 01/11/21 -02/10/21	483.15	
			013 900 7300 3 02	2/16/2021	BILLING PRD- 01/12/21 -02/11/21	1,943.14	
			045 400 7300 6 02	2/16/2021	BILLING PRD- 01/12/21 -02/11/21	156.61	
			189 300 9500 02/2	2/19/2021	BILLING PRD- 01/15/21 -02/13/21	1,606.59	
			083 407 6536 4 01	3/1/2021	BILLING PRD- 12/21/20 -01/21/21	23.78	
			126 300 9600 1 02	2/16/2021	BILLING PRD- 01/12/21 -02/11/21	19.27	
			049 200 7902 9 02	2/17/2021	BILLING PRD- 01/13/21 -02/12/21	340.00	
			115 800 9600 3 02	2/16/2021	BILLING PRD- 01/12/21 -02/11/21	4,619.02	
			132 600 9400 1 02	2/12/2021	BILLING PRD- 01/11/21 -02/10/21	43.18	
			186 100 7200 3 02	2/16/2021	BILLING PRD- 01/12/21 -02/11/21	1,009.55	
			094 300 7500 3 02	2/18/2021	BILLING PRD- 01/14/21 -02/16/21	1,844.23	
			102 000 8100 7 02	2/12/2021	BILLING PRD- 01/11/21 -02/14/21	653.98	
			113 798 0362 7 01	1/7/2021	BILLING PRD- 01/01/21 -02/01/21	5,982.08	
			134 700 9400 7 02	2/12/2021	BILLING PRD- 01/11/21 -2/10/21	123.84	18,848.42

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91767	3/9/2021	00004869	GOLDEN STATE WATER COMPAN	33744100000 02/2	2/24/2021	BILLING PRD- 01/04/21 - 02/02/21	272.08
	Voucher:			53744100008 02/2	2/24/2021	BILLING PRD- 01/04/20 - 02/02/20	216.63
				63744100007 02/2	2/24/2021	BILLING PRD- 01/04/21 - 02/02/21	475.12
				32809400008 02/2	2/24/2021	BILLING PRD- 01/04/21 - 02/02/21	44.59
				73744100006 02/2	2/24/2021	BILLING PRD-01/04/21 - 02/03/21	283.68
				29007447310 02/2	2/25/2021	BILLING PRD- 01/05/21 - 02/03/21	49.18
							1,341.28
91768	3/9/2021	0012410	GRAPHITE PEN AND PENCIL COM	1/28/2021	1/28/2021	PENCILS FOR COPS4KIDS PROC	984.56
	Voucher:						984.56
91769	3/9/2021	0009528	GRIFFITH COMPANY	024	2/1/2021	12/22/2020PROFESSIONAL SERV	128,988.42
	Voucher:						128,988.42
91770	3/9/2021	0012914	GUILLEN, MARIA	Ref000280769	1/21/2021	UB REFUND CST #00063834 9536	150.93
	Voucher:						150.93
91771	3/9/2021	0012758	HARBOR AREA FARMERS MARKE	20201123	11/23/2020	11/23/21: PROVIDE FOOD FOR F/	10,621.00
	Voucher:						10,621.00
91772	3/9/2021	00000989	HARRIS & ASSOCIATES	47114	1/12/2021	1122/20-1/2/21: DESIGN SERVICE	1,409.92
	Voucher:						1,409.92
91773	3/9/2021	0011526	HASA, INC.	701955	8/4/2020	MULTI-CHLOR	535.70
	Voucher:			730325	1/28/2021	MULTI-CHLOR	747.50
				732064	2/11/2021	MULTI-CHLOR	872.08
				732063	2/11/2021	MULTI-CHLOR	672.75
				732065	2/11/2021	MULTI-CHLOR	660.29
				701958	8/4/2020	MULTI-CHLOR	485.87
				701956	8/2/2020	MULTI-CHLOR	622.91
				701957	8/4/2020	MULTI-CHLOR	772.41
							5,369.51
91774	3/9/2021	00001522	HD SUPPLY WHITE CAP	10013659179	1/20/2021	SUPPLIES FOR TRAFFIC SIGNAL	347.80
	Voucher:						347.80
91775	3/9/2021	0012915	HERNANDEZ, CARLOS	Ref000280770	1/21/2021	UB REFUND CST #00055975 102	152.37
	Voucher:						152.37

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91776	3/9/2021	00000268	HOME DEPOT CREDIT SERVICES	1351555	2/10/2021	SUPPLIES TO FIX LEAK AT ROOF	62.60
	Voucher:			3043611	2/8/2021	MATERIAL TO INSTALL NEW BEN	190.65
				5373060	2/16/2021	PARK OFFICES MAINTENANCE S	33.90
				0373040	2/11/2021	FACILITY MAINTENANCE SUPPL	75.20
				7360045	2/4/2021	SHOP CEILING TILES AT PW YAR	80.23
				7351538	2/4/2021	SAFETY DOORS FOR WATER BIL	43.66
				5373015	2/6/2021	PLUMBING SUPPLIES FOR REST	83.40
				0373041	2/11/2021	SUPPLIES FOR PARK MAINT. YAI	193.15
				5360075	2/16/2021	SCREWS & PINS FOR EQUIPMEI	13.43
				2373038	2/9/2021	FAC. MAINT. REPLENISH SUPPLI	79.61
				9360087	2/22/2021	GROUNDS MAINTENANCE SUPP	293.35
				9351558	1/12/2021	ELECTRICAL - MISC SUPPLIES	358.57
91777	3/9/2021	0005586	JOE A. GONSALVES & SONS	158845	2/15/2021	MAR 2021: LEGISLATIVE ADVOC.	2,500.00
	Voucher:						1,507.75
91778	3/9/2021	00000430	JOHN L. HUNTER AND ASSOCIAT	SG1IW12012	1/21/2021	DEC 2020: PROFESSIONAL SERV	775.00
	Voucher:			SGNP0520	7/10/2020	MAY 2020: PROFESSIONAL SERV	2,801.25
				SG1MS412012	1/21/2021	DEC 2020: MANAGEMENT SERVI	6,130.86
				SG1MS412011	12/21/2020	NOV 2020: MANAGEMENT SERVI	4,487.50
				SGUO0620A	6/30/2020	JUN 2020: USED OIL RECYCLING	14,441.25
				SGBCR0620A	6/30/2020	JUN 2020: BEVERAGE CONTAIN	19,660.00
				SGIW0520	7/20/2020	JUN 2020: PROFESSIONAL SERV	212.50
				SGIW0620	7/24/2020	JUN 2020: PROFESSIONAL SERV	595.00
91779	3/9/2021	0005443	JTB SUPPLY COMPANY	108553	2/23/2021	FORTY 79AH BATTERIES FOR M	8,202.60
	Voucher:						49,103.36
91780	3/9/2021	00003715	KOSMONT COMPANIES	18-0125-019	1/31/2021	JAN 2021: GATEWAY DISTRICT-P	3,634.80
	Voucher:			2005.6-008	1/31/2021	JAN 2021: ANNEXATION PROJEC	872.30
							4,507.10

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91781	3/9/2021	0010099	L.G.P. EQUIPMENT RENTALS, INC	116522	1/23/2021	CONCRETE TRAILER	123.19
	Voucher:			116716	11/13/2020	CONCRETE TRAILER - 2810 SEQ	235.42
				111767	10/11/2019	BARRETO STUMP GRINDER 20H	585.49
				112253	12/9/2019	TEREX LIGHT TOWER RENTAL	1,066.01
				111702	10/2/2019	CONCRETE TRAILER READY MI	383.56
				111335	9/16/2020	BARRETO STUMP GRINDER	1,126.22
				111814	10/10/2019	CONCRETE TRAILER	246.38
				112254	12/9/2019	TEREX LIGHT TOWER RENTAL	510.81
				111928	10/18/2019	CONCRETE TRAILER READY MI	431.16
				115272	7/25/2020	CONCRETE TRAILER	184.78
				116085	9/25/2020	CONCRETE TRAILER READY MI	431.16
							5,324.18
91782	3/9/2021	0012590	LA TRUCK & AUTO INC, NAPA AU	175091		CREDIT FOR RETURNED PART, I	-8.71
	Voucher:			5156-174700	11/23/2020	BRAKE CYLINDER AND OIL FILTE	83.08
				5156-180437	1/20/2021	FILTERS & PADS- UNITS 143,196	407.09
				5156-181837	2/2/2021	AIR TOOL LUBE FOR S200	28.14
				5156-182455	2/9/2021	FLEET MATERIAL - AIR FILTERS,	48.31
				5156-181358	1/29/2021	WINDSHIELD WASH AND WIPER	106.32
				175094		CREDIT FOR RETURNED PART, I	-380.35
				5156-180931	1/25/2021	UNIT 117 - CONTROL ARM MATEI	365.46
							649.34
91783	3/9/2021	00004060	MCMaster-CARR SUPPLY CO	53124332	2/11/2021	(2) WATER REMOVAL PUMP W/O	369.10
	Voucher:			53255581	2/15/2021	HOSE FITTING, PIPE FITTING	109.01
				52090379	1/25/2021	AIR FILTER PADS	437.66
				48282362	11/5/2020	POOL CLEANER	707.41
				50027153	12/10/2020	BASE FOR WALL MOUNT LIGHT :	214.47
				51467806	1/13/2021	PUSH BUTTON SWITCH - MOUN	43.72
				51548299	1/14/2021	EMERGENCY STOP PUSH BUTT	48.55
				51225694	1/8/2021	COMPACT CIRCULATION PUMP I	373.98
				50322783		CREDIT FOR RETURNED PART, I	-52.56
				50393950		CREDIT FOR RETURNED PART, I	-241.40
				50322607		CREDIT FOR RETURNED PART, I	-290.19
				51441498		CREDIT FOR RETURNED PART, I	-373.75
							1,346.00
91784	3/9/2021	0011575	MERCHANTS BUILDING	615599	1/31/2021	JAN 2021: MBM ANNUAL JANITOI	6,888.00
	Voucher:			613520	12/31/2020	DEC 2020 MBM ANNUAL JANITOI	150.00
							7,038.00
91785	3/9/2021	0007720	MRI SOFTWARE, LLC.	US-INV1122640	1/20/2021	12/20/20-1/19/21 - IVR PHONE CH	6.07
	Voucher:						6.07

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91786	3/9/2021	0008506	MUNITEMPS	129911	1/22/2021	WE 1/17/21: PW PROJECT MANA	5,600.00	5,600.00
		Voucher:						
91787	3/9/2021	00004620	MUTUAL LIQUID GAS & EQUIPME507953		1/21/2021	PROPANE GAS AND COMPLIANC	1,081.85	1,081.85
		Voucher:						
91788	3/9/2021	0009426	MV CHENG & ASSOCIATES, INC.	12/31/2021	12/31/2020	JAN 2021 ACCOUNTING SERVI	1,365.00	
		Voucher:						
				11/30/2020 2nd	12/9/2020	NOV 2020 2ND PAYMENT ACCOL	2,787.26	4,152.26
91789	3/9/2021	0012286	NATIONWIDE ENVIRONMENTAL,	31346	1/15/2021	JAN 2021 ANNUAL ST SWP CONT	56,580.00	56,580.00
		Voucher:						
91790	3/9/2021	0009990	NATURE'S SELECT PET FOOD	3976	2/1/2021	DOG FOOD COOK/MAIKO (01/27)	94.81	94.81
		Voucher:						
91791	3/9/2021	0005289	NOBEL SYSTEMS	14980	1/29/2021	HYDRANT FLUSHING MAPS AND	1,440.00	1,440.00
		Voucher:						

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91793	3/9/2021	00001414 OFFICE DEPOT	148694202001	1/12/2021	OFFICE SUPPLIES	244.51	
	Voucher:		147507993001	1/14/2021	OFFICE SUPPLIES	190.82	
			148526971001	1/14/2021	OFFICE SUPPLIES	43.24	
			148542732001	1/14/2021	OFFICE SUPPLIES	85.93	
			148966211001	1/14/2021	OFFICE SUPPLIES	159.24	
			149248982001	1/14/2021	OFFICE SUPPLIES	173.28	
			153462317001	1/27/2021	OFFICE SUPPLIES	123.45	
			145161668001	1/7/2021	OFFICE SUPPLIES	56.36	
			147822419001	2/23/2021	DESK FOR JAIL INTERVIEW ROC	232.84	
			150895717001	1/21/2021	OFFICE SUPPLIES	74.37	
			150899814001	1/21/2021	OFFICE SUPPLIES	144.82	
			151656215001	1/21/2021	WATER FOR AMBASSADORS - C	6.79	
			151681269001	1/21/2021	OFFICE SUPPLIES	169.84	
			151655986001	1/22/2021	BATTERY BACKUP - COVID19	110.24	
			150052527002	1/25/2021	OFFICE SUPPLIES	5.72	
			150593130001	1/25/2021	OFFICE SUPPLIES	349.40	
			147460852001	1/26/2021	OFFICE SUPPLIES	62.64	
			149933510001	1/26/2021	OFFICE SUPPLIES	551.19	
			151137391001	1/26/2021	OFFICE SUPPLIES	66.28	
			151195935001	1/26/2021	HEADSET - COVID19	110.19	
			151744945001	1/26/2021	OFFICE SUPPLIES	116.16	
			151747861001	1/26/2021	OFFICE SUPPLIES	54.12	
			150847098001	1/21/2021	OFFICE SUPPLIES	33.49	
			149438868001	1/14/2021	OFFICE SUPPLIES	106.64	
			149439871001	1/14/2021	OFFICE SUPPLIES	13.88	
			149855329001	1/14/2021	OFFICE SUPPLIES	107.28	
			148542752001	1/15/2021	OFFICE SUPPLIES	52.88	
			149227154001	1/15/2021	OFFICE SUPPLIES	99.21	
			149229778001	1/15/2021	OFFICE SUPPLIES	394.68	
			147653043001	1/18/2021	OFFICE SUPPLIES	22.04	
			149906267001	1/21/2021	OFFICE SUPPLIES	100.64	
			149915250001	1/21/2021	OFFICE SUPPLIES	68.70	
			150052527001	1/21/2021	OFFICE SUPPLIES	105.16	
			150314314001	1/21/2021	OFFICE SUPPLIES	18.73	
			150314623001	1/21/2021	OFFICE SUPPLIES	95.59	

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			149200596001	1/15/2021	OFFICE SUPPLIES	26.28	
			152462070001	1/26/2021	OFFICE SUPPLIES	199.16	
			150798438001	1/21/2021	OFFICE SUPPLIES	24.72	
			146401427001	1/26/2021	OFFICE SUPPLIES	815.09	
			146476291001	1/6/2021	OFFICE SUPPLIES	191.15	
			146476292001	1/6/2021	OFFICE SUPPLIES	191.15	
			146476293001	1/6/2021	OFFICE SUPPLIES	44.49	
			153714595001	1/28/2021	OFFICE SUPPLIES	91.52	
			153865577001	1/28/2021	OFFICE SUPPLIES	147.33	
			145686722001	1/5/2021	OFFICE SUPPLIES	106.25	
			147401992001	1/5/2021	OFFICE SUPPLIES	191.15	
			148419117001	1/5/2021	OFFICE SUPPLIES	160.57	
			147387750001	1/6/2021	OFFICE SUPPLIES	4.31	
			147395128001	1/6/2021	OFFICE SUPPLIES	7.93	
			147397908001	1/6/2021	OFFICE SUPPLIES	158.75	
			147401993001	1/6/2021	OFFICE SUPPLIES	191.15	
			147401994001	1/6/2021	OFFICE SUPPLIES	191.15	
			147440881001	1/6/2021	OFFICE SUPPLIES	91.52	
			145092191001	1/7/2021	OFFICE SUPPLIES	23.08	
			145092201001	1/7/2021	OFFICE SUPPLIES	5.50	
			147395123001	1/7/2021	OFFICE SUPPLIES	61.68	
			147395136001	1/7/2021	OFFICE SUPPLIES	13.22	
			145084726001	1/8/2021	OFFICE SUPPLIES	25.35	
			145092207001	1/8/2021	OFFICE SUPPLIES	14.32	
			151674830001	1/29/2021	HIGH BACK EXECUTIVE CHAIR	379.25	
			150589882001		CREDIT FOR RETURNED PART, I	-200.18	7,506.24

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91794	3/9/2021	0007984	O'REILLY AUTO PARTS	3063-387796	1/20/2021	UNIT 151 - CABIN FILTER	14.85
	Voucher:			3063-386779	1/14/2021	BRAKE CLEANERS, ANTIFREEZE	252.67
				3063-388597	1/25/2021	UNIT 294 - OIL PLUG	19.14
				3063-388825	1/27/2021	FLEET - TOOL BLEEDER KIT	11.40
				3063-389721	2/1/2021	UNIT 602 - CAMSHAFT	30.53
				3063-385572	1/6/2021	UNIT 447 - HOSE CONNECTOR	21.05
				3063-389675	2/1/2021	UNIT 190 - CONTROL ARM	322.17
				3063-388757	1/26/2021	UNIT 294 - MSTR CYL	88.43
				3063-389039	1/28/2021	UNIT 167 - BELT	66.33
				3063-388901	1/27/2021	UNIT 619 - AIR FILTER	55.08
				3063-389819	2/2/2021	UNIT 136 - GASKET, GROMMET S	32.39
				3063-389873	2/2/2021	UNIT 136 - SPARK PLUG	18.46
				3063-389842	2/2/2021	UNIT 136 - GASKETS	40.53
				3063-389978	2/3/2021	UNIT 162 - ENGINE MOUNT	125.29
				3063-387621	1/19/2021	HOSE CLAMPS	18.96
				3063-386718	1/13/2021	AC CONDENSER FOR UNIT 190	188.30
				3063-386302	1/11/2021	FLEET SUPPLIES- ACETONE	19.82
				3063-386294	1/11/2021	UNIT 446 - HEADLIGHT	77.90
				3063-388497	1/25/2021	UNIT 294 - BRACKETS	172.65
				3063-387756	1/20/2021	UNIT 151 - ENGINE MOUNT	109.48
				3063-386853	1/14/2021	UNIT 448 - HOSE ACCESSORY	197.55
91795	3/9/2021	0012922	PASCUAL, LIBERTY	Ref000281331	1/28/2021	UB REFUND CST #00056166 103	152.13
	Voucher:						1,882.98
91796	3/9/2021	00001346	PD: CSULB RESEARCH FOUNDA	2-24-2021	2/5/2021	TRAINING:MENTAL HEALTH DEC	292.00
	Voucher:						292.00
91797	3/9/2021	00003556	PD: MUNOZ, ARMANDO	1-2923	2/10/2021	TRAINING:SUPERVISORY COUR	287.19
	Voucher:						287.19
91798	3/9/2021	00000488	PRAXAIR DISTRIBUTION, INC.	61366222	1/22/2021	CYLINDER RENTAL	109.89
	Voucher:						109.89
91799	3/9/2021	0005368	PRINTCO DIRECT	83341	2/2/2021	67-24X36-PRINTS B/W-CHAKEMC	184.67
	Voucher:			83349	2/2/2021	24" X 26" PRINT B/W, CHAKEMCC	2.76
				83310	1/20/2021	24" X 36" PRINTS FOR 5610 IMPE	12.13
				83347	2/2/2021	24" X 36" PRINTS FOR GARFIELD	4.41
91800	3/9/2021	0006933	PSYCHOLOGICAL CONSULTING	152414	12/31/2020	12/08/2020 PRE-EMPLOYMENT E	400.00
	Voucher:						400.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91801	3/9/2021	0005572	QUINN POWER SYSTEMS	WO390010639	2/2/2021	VOLTAGE REGULATOR REPLACI	10,392.07	10,392.07
		Voucher:						
91802	3/9/2021	0012784	R&R INDUSTRIES, INC	590929	12/16/2020	JACKET / WINDBREAKER	338.10	338.10
		Voucher:						
91803	3/9/2021	00000416	RAPID-O-PRINT	22085	1/26/2021	BARRICADE SIGNS - 2 SIDED FC	793.80	
		Voucher:		22123	1/28/2021	DOORHANGERS - HYDRANT FLL	876.49	
				22189	2/5/2021	DOORHANGERS - FLUSHING PR	909.56	
				22146	2/1/2021	PRINTING OF DOMESTIC VIOLEI	121.28	
				22276	2/17/2021	BACKGROUND TABS (20)	468.56	
				22248	2/15/2021	STOCK REQUISITION - ENVELOF	843.41	4,013.10
91804	3/9/2021	0012919	RENTERIA, OLGA	Ref000280784	1/19/2021	UB REFUND CST #00059160 283-	91.13	91.13
		Voucher:						
91805	3/9/2021	0012913	RUBIO, TERESA	Ref000280768	1/21/2021	UB REFUND CST #00055758 100:	139.98	139.98
		Voucher:						
91806	3/9/2021	00004821	S & J SUPPLY COMPANY, INC.	S100167989.001	1/29/2021	WATER SUPPLIES	903.42	
		Voucher:		S100168322.01	2/8/2021	FIRE HYDRANT CHK VALVE	1,858.16	2,761.58
91807	3/9/2021	00003882	S A RENTERIA AUTO PARTS	444127	2/10/2021	UNIT 623 - STARTER	258.96	258.96
		Voucher:						
91808	3/9/2021	00003152	S.G. POLICE EXPLORER	2ND QTR REIMB	2/4/2021	2ND QTR EXPENDITURE REIMBI	4,722.39	4,722.39
		Voucher:						
91809	3/9/2021	0010999	SAFNA ENGINEERING	10216	10/6/2020	SEP 2020: PROJECT MGMT SER'	5,593.00	5,593.00
		Voucher:						
91810	3/9/2021	0007073	SERGIO'S AUTO UPHOLSTERY	2127	12/2/2020	UNIT 167 - REPAIR SEAT	250.00	250.00
		Voucher:						
91811	3/9/2021	00002616	SHRED-IT US JV LLC	8181387658	1/31/2021	JANUARY 2021 SHREDDING OF I	80.98	80.98
		Voucher:						
91812	3/9/2021	00004857	SMITH FASTENER COMPANY	0030371	12/16/2020	VARIOUS PARTS FOR FLEET DIV	28.53	28.53
		Voucher:						
91813	3/9/2021	0012098	SO CAL COMPTON PIPE SUPPLY	1949	2/10/2021	SHO FLOW 2-1/2 MXF 250-1250 C	1,657.79	
		Voucher:		1941	2/6/2021	EMERGENCY PURCHASE - AMS	558.31	2,216.10
91814	3/9/2021	00004874	SO GATE CHAMBER OF COMMEF	1131	1/4/2021	FY 2020/2021 - 2ND QTR INSTALI	10,000.00	10,000.00
		Voucher:						
91815	3/9/2021	0012918	SOLEDAD ENRICHMENT ACTION	Ref000280773	1/21/2021	UB REFUND CST #00033062 970:	209.69	209.69
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91816	3/9/2021	00004884	SOUTH COAST A.Q.M.D.	3763274	1/19/2021	FLAT FEE FOR LAST FISCAL YEA	136.40
		Voucher:		3761263	1/19/2021	ICE (>500 HP) EM ELEC GEN-DIE	421.02
91817	3/9/2021	00004864	SOUTHERN CALIFORNIA EDISON	416875	12/29/2020	5665 MAIN ST PED-A	2,887.20
		Voucher:					2,887.20
91818	3/9/2021	00004908	STATUS ONE MEDICAL INC	61366	1/19/2021	FIRST AID SUPPLIES	112.62
		Voucher:					112.62
91819	3/9/2021	0010678	SUPPLY SOLUTIONS	139869	10/28/2020	INVENTORY PO/ TRASH BAGS	1,825.19
		Voucher:					1,825.19
91820	3/9/2021	00004906	SWRCB FEES	SW-0205569	12/8/2020	10/1/20-9/30/21: INDEX 431534 - A	29,969.00
		Voucher:					29,969.00
91821	3/9/2021	0012517	T.Y. LIN INTERNATIONAL	102012240	12/21/2020	NOV 2020: CONSTRUCTION MAN	37,402.58
		Voucher:					37,402.58
91822	3/9/2021	00004921	TARGET SPECIALTY PRODUCTS	INVP500380150	2/17/2021	PESTICIDE EQUIPMENT	544.34
		Voucher:		INVP500369251	2/1/2021	GROUNDS MAINTENANCE SUPP	916.11
				INVP500369269	2/1/2021	GROUNDS MAINTENANCE SUPP	154.95
				PSCM514263		CREDIT FOR RETURNED PART, I	-473.88
91823	3/9/2021	0009039	TETRA TECH	51687324	1/13/2021	PROJECT#194-6081 TARGET/LA2	44,780.09
		Voucher:		51696725	2/5/2021	PROJECT#194-6081 TARGET/LA2	36,015.90
				51670860	11/30/2020	PROJECT#194-6081 TARGET/LA2	79,041.41
							159,837.40
91824	3/9/2021	0012474	THE HOME DEPOT DEPOT PRO	595938671	1/21/2021	INVENTORY PO/ CLOROX WIPE9	442.87
		Voucher:		596467381	1/25/2021	INVENTORY PO/ CLOROX WIPE9	238.47
91825	3/9/2021	0011886	THE TRUST FOR PUBLIC LAND	4457	10/14/2020	7/1/20-9/30/20: PROJECT MGMT I	30,498.03
		Voucher:					30,498.03
91826	3/9/2021	0008153	TIME WARNER CABLE-	0008335020121	1/1/2021	02/1/21-02/28/21 BILLING PRD- A	161.26
		Voucher:					161.26
91827	3/9/2021	0011640	TIREHUB, LLC	18489022	1/28/2021	UNIT 133 - GY TIRE	232.08
		Voucher:		18564917	2/2/2021	UNITS 409, 448 - GY TIRES	284.45
				18562227	2/2/2021	UNITS 304, 132 - GY TIRES	276.95
							793.48
91828	3/9/2021	0012921	TORREZ, ELVIS	Ref000281330	1/28/2021	UB REFUND CST #00061249 105:	36.65
		Voucher:					36.65
91829	3/9/2021	0010699	TRANSYSTEMS CORPORATION	INV-0003649978	12/1/2020	NOV 2020: CONSTRUCTION OF F	3,475.20
		Voucher:		REV-0003621490	9/28/2020	AUG 2020: CONSTRUCTION OF F	6,680.64
91830	3/9/2021	00000637	TURF STAR INC	7157424-00	2/10/2021	EQUIPMENT REPLACEMENT PAI	1,748.59
		Voucher:					1,748.59

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91831	3/9/2021	0011926	URM TECHNOLOGIES, INC.	0064320	1/31/2021	JAN 2021: AP STORAGE	47.34
	Voucher:			0064321	1/31/2021	JAN 2021: AR STORAGE	11.10
				0064324	1/31/2021	JAN 2021: PERS STORAGE	45.60
				0064318	1/31/2021	JAN 2021: STORAGE	34.20
				0064319	1/31/2021	JAN 2021: ACCT STORAGE	28.50
				0064322	1/31/2021	JAN 2021: PERSONNEL/AP/PAYR	74.52
				0064323	1/31/2021	JAN 2021: PAYROLL STORAGE	17.10
							258.36
91832	3/9/2021	00003928	US BANK TRUST N.A.	1718168	2/1/2021	MAR 2021: 2019 SERIES A DEBT	186,199.27
	Voucher:			1717176	2/1/2021	MAR 2021: 2019 SERIES A-T DEB	1,074,460.40
				788757000 - MAR	3/1/2021	MAR 2021: COSG 2005 PENSION	167,493.33
							1,428,153.00
91833	3/9/2021	0012817	UTILITY COST MANAGEMENT LL(24841		11/3/2021	9/4/20-12/8/20: UTILITY AUDIT SE	1,949.13
	Voucher:						1,949.13
91834	3/9/2021	0012911	VELEZ, ALFREDO	Ref000280766	1/21/2021	UB REFUND CST #00059651 391'	114.55
	Voucher:						114.55
91835	3/9/2021	00000379	VERIZON BUSINESS	07418458	2/10/2021	BILLING -12/10/2020 -01/10/2021	83.82
	Voucher:						83.82
91836	3/9/2021	00004353	VORTEX INDUSTRIES, INC	07-1484784	1/28/2021	EMERGENCY ASSESSMENT ANI	922.50
	Voucher:						922.50
91837	3/9/2021	00002634	VULCAN MATERIALS COMPANY	72844856	2/8/2021	ENVIROMENTAL FEE-AGG & ASF	209.30
	Voucher:			72846960	2/10/2021	ENVIROMENTAL FEE -AGG & ASI	228.15
				72844855	2/8/2021	ENVIROMENTAL FEE- AGG & ASI	209.30
							646.75
91838	3/9/2021	00004423	WALTERS WHOLESALE ELECTRI(S117233857.001		1/21/2021	STREET LIGHT REPAIR	1,346.82
	Voucher:						1,346.82
91839	3/9/2021	00000028	WATER REPLENISHMENT DISTRI4590-DEC 2020		2/10/2021	DEC 2020 - ALPHA# 4590 GROUND	245,859.02
	Voucher:						245,859.02
91840	3/9/2021	0010476	WECK LABORATORIES INC	W1A0754-COSOL	1/14/2021	WATER QUALITY SAMPLING	115.00
	Voucher:			W1A0755-COSOL	1/14/2021	WATER QUALITY SAMPLING	190.00
				W1A0863-COSOL	1/15/2021	WATER QUALITY SAMPLING	39.00
				W1A0932-COSOL	1/18/2021	WATER QUALITY SAMPLING	150.00
				W1B0011-COSOU	2/1/2021	WATER QUALITY SAMPLING	75.00
				W1A1307-COSOL	2/22/2021	WATER QUALITY SAMPLING	130.00
				W1A1413-COSOL	1/26/2021	WATER QUALITY SAMPLING	540.00
				W1B0044-COSOL	2/2/2021	WATER QUALITY SAMPLING	70.00
				W1B0537-cosouth	2/10/2021	WATER SAMPLES	70.00
							1,379.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total			
91841	3/9/2021	00000032	WEST COAST MAILERS	10667	1/19/2021	POSTAGE & MAIL SERVICE : GAF	595.00	595.00		
		Voucher:								
91842	3/9/2021	00004593	WESTERLY METER SERVICE CO	16738	1/14/2021	METER TESTS - 4	150.00	150.00		
		Voucher:								
91843	3/9/2021	00001280	WILLDAN	00332880	8/11/2020	7/31/2020 AS NEEDED PROFESS	595.00			
		Voucher:		00620359	1/4/2021	11/27/2020 AS NEEDED PROFES:	832.50			
				00620362	1/4/2021	11/27/202 AS NEEDED PROFESS	92.50			
				00620373	1/4/2021	11/27/2020 ENG SERV - FIRESTO	10,553.50			
				00516755	2/28/2021	6/29/2019 AS-NEEDED ENGINEE	2,000.00			
				00620366	1/14/2021	11/27/2020 AS NEEDED PROFES:	370.00			
				00333772	1/11/2021	1/1/2021 AS NEEDED PROFESSI	255.00	14,698.50		
91844	3/9/2021	00001376	Z.A.P. MANUFACTURING INC	4159	11/14/2020	REMOVE & REFACE 24X18 WITH	761.80	761.80		
		Voucher:								
91845	3/9/2021	00000062	ZIEGLER'S HARDWARE& SUPPLY	10435	1/28/2021	KEYS FOR UNIT 618, 206	154.33			
		Voucher:		10390	1/10/2021	MATERIAL FOR PLUMBING REPA	55.05			
				10434	1/28/2020	SUPPLIES FOR REPAIR TO SAMI	10.85			
				10438	1/16/2021	SIGN ON DOOR	19.81			
				10443	1/30/2021	PURCHASE PAINT REMOVER FC	18.72			
				10457	2/3/2021	PIPE LEAK REPAIR IN POOL MEC	31.91			
				10471	2/6/2021	CHANGE AERATORS ON FAUCE	21.99			
				10484	2/9/2021	POLICE DEPT. SINK CABINET RE	24.21	336.87		
1512021	1/15/2021	00004266	U.S. BANK CORPORATE PAYMEN							
		Voucher:		0005305	PAYPAL	7WR80785M6452	12/9/2020	ANNUAL DUES FOR PUBLIC SAF	50.00	50.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1592021	1/15/2021	00004266	U.S. BANK CORPORATE PAYMEN				
		0009725	BOB JOHNSON'S COMPUTER ST19833	12/8/2020	PANASONIC TOUGHBOOK SCRE	354.99	
		0008153	TIME WARNER CABLE- 0586090112620	2/24/2021	11/26/20 - 12/25/20 SPECTRUM S	242.10	
		0005292	TARGET 002695	12/17/2020	FAMILY VIOLENCE PROGRAM-GI	100.00	
		0005292	TARGET 024887	12/17/2020	FAMILY VIOLENCE PROGRAM - F	412.00	
		0005292	TARGET 021382	12/17/2020	FAMILY VIOLENCE PROGRAM - F	650.00	
		0007583	USPS 038484	12/11/2020	POSTAGE-RECORDS CHRISTMA	605.00	
		0012886	CODE PERFORMANCE CONSULT1544723447	12/10/2020	EFFECTIVE COMMUNICATIONS `	150.00	
		0012886	CODE PERFORMANCE CONSULT4GA701033R6312	12/10/2020	EFFECTIVE COMMUNICATIONS `	150.00	
		00004530	NATIONAL NOTARY ASSOCIATIO16895411	12/3/2020	NOTARY CERTIFICATION COUNT	663.46	
		00004244	IAEI SOUTHWESTERN SECTION 300001594	12/14/2020	MEMBERSHIP RENEWAL WILLIA	120.00	
		00002063	CACEO 200014612	12/16/2020	CALIFORNIA ASSOCIATION OF C	200.00	
		0009420	SPARKLETTS 16963364 121020	12/10/2020	DS SERVICES STANDARD COFF	20.66	
		0005347	AMAZON.COM 113-6009298-0969	11/24/2020	SUPPLIES FOR GINGERBREAD I	144.36	
		00004854	SMART & FINAL 058136	11/24/2020	SUPPLIES FOR GINGERBREAD I	114.48	
		0005347	AMAZON.COM 113-7108383-3001	11/24/2020	SUPPLIES FOR GINGERBREAD I	22.02	
		0005347	AMAZON.COM 113-7822266-393C	11/24/2020	SUPPLIES FOR GINGERBREAD I	19.80	
		00004854	SMART & FINAL 11/25/2020	11/25/2020	TURKEY GIVEAWAY - REFERENC	4,750.00	
		0009649	AT&T DEC 2020	12/20/2020	INTERNET SERVICES AT AZALEA	124.14	
		0011221	REVIATION INDUSTRIES SGATE-2020	11/19/2020	MARKETING STICKERS	778.02	
		0005295	WALMART 028296	11/30/2020	GINGERBREAD LANE SUPPLIES	21.96	
		0005295	WALMART 6072071-513984	11/30/2020	FITNESS EQUIPMENT	110.14	
		00000268	HOME DEPOT CREDIT SERVICESW25703485	11/30/2020	FITNESS EQUIPEMENT RF ORDE	311.29	
		0008153	TIME WARNER CABLE- 0426271111420	11/14/2020	11/14/20 - 12/13/20 SPECTRUM S	15.76	
		0008153	TIME WARNER CABLE- 0500034112720	11/27/2020	11/27/20 - 12/26/20 SPECTRUM S	233.67	
		0008153	TIME WARNER CABLE- 0600966112220	11/22/2021	11/22/19 - 12/21/20 SPECTRUM S	119.99	
		0008153	TIME WARNER CABLE- 0426263111420	11/14/2020	11/14/20 - 12/13/20 SPECTRUM S	5.25	
		0008153	TIME WARNER CABLE- 0490491112720	11/27/2020	11/27/20 - 12/26/20 SPECTRUM S	233.67	
		0008153	TIME WARNER CABLE- 0435603111420	11/14/2020	11/14/20 - 12/13/20 SPECTRUM S	130.49	
		0008153	TIME WARNER CABLE- 0426602112520	11/25/2020	11/25/20 - 12/24/20 SPECTRUM S	233.67	
		0008153	TIME WARNER CABLE- 0426628103020	10/30/2020	10/30/20 -11/29/20 SPECTRUM SL	126.90	
		0008153	TIME WARNER CABLE- 058601711820	11/18/2020	11/18/20 - 12/17/20 SPECTRUM S	597.44	
		0008153	TIME WARNER CABLE- 0495151110720	11/7/2020	11/07/20 - 12/06/20 SPECTRUM S	129.99	
		0012887	BROOKHOLLOW B2460672	12/10/2020	COUNCIL'S BIRTHDAY CARD (FC	176.39	
		0012155	CANVAS 02894-0678865	12/4/2020	ANNUAL RENEWAL (FOR YEAR 2	119.40	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0010278		FROMYOUFLOWERS	413995260	12/1/2020	CONDOLENCE FLOWERS FOR K	68.92	
0005486		STAPLES BUSINESS ADVANTAGE	9824422887	12/1/2020	COVID-19 MARKETING	8.57	
0005486		STAPLES BUSINESS ADVANTAGE	6927439378	12/2/2020	COVID-19 MARKETING	109.44	
0005368		PRINTCO DIRECT	83233	12/14/2020	MARKETING BANNER	121.28	
0008456		NSCA	1002233538	12/16/2020	STAFF TRAINING DOCUMENTS	170.00	
0005305		PAYPAL	11/23/2020	11/23/2020	TRAINING: LGBT FOR LAW ENFC	29.00	
0005305		PAYPAL	11/30/2020-2	11/30/2020	TRAINING: LGBT FOR LAW ENFC	87.00	
0006769		ALCO TARGET CO.	1757	12/1/2020	TARGETS FOR FIREARMS TRAIN	110.26	
00001414		OFFICE DEPOT	2803	12/1/2020	PRINTING OF MENTAL HEALTH E	289.30	
0005422		SHERATON HOTELS	858259	12/4/2020	TRAINING: ICI CORE COURSE IN	781.75	
0005305		PAYPAL	7JD007885K1192	12/9/2020	OC, PEPPER SPRAY AND TEAR (27.95	
0005305		PAYPAL	1X663774HF0891	12/9/2020	OC, PEPPER SPRAY AND TEAR (27.95	
0009420		SPARKLETTS	6975909	11/23/2020	JUNE-OCTOBER WATER FILTRAI	3,842.66	
0009420		SPARKLETTS	78057221	11/23/2020	2-PALLETS OF WATER	1,082.25	
00000839		CAPPO INC	200003563	11/30/2020	CAPPO 2021 VIRTUAL CONFERE	299.00	
00000839		CAPPO INC	200003561	11/30/2020	CAPPO 2021 VIRTUAL CONFERE	299.00	
00004000		WASTE MANAGEMENT	12/8/2020	12/8/2020	BATTERY DISPOSAL	447.00	
00003011		IACP	0077380	12/8/2020	ANNUAL MEMBERSHIP DUES FC	190.00	
0006537		EXPEDIA	72015777715741-	1/11/2021	TRAINING - FIELD TRAINING OFF	-118.65	
0012879		SHADOW INDUSTRIES, INC	00012	12/3/2020	PINTLE HOOK ADAPTER FOR SH	291.87	
0012880		ELECTRIC CAR SALES AND SERV	074841	12/7/2020	REPLACEMENT PART	115.76	
0012880		ELECTRIC CAR SALES AND SERV	10929	12/9/2020	SHARPEN REEL FOR GREENS M	417.90	
0005677		DEPARTMENT OF PESTICIDE RE	118978	12/21/2020	CONTINUED EDUCATION - GER	60.00	
0005347		AMAZON.COM	112-7650571-904E	11/23/2020	SAITECH IT 5 PACK MINI USB CA	17.62	
0005347		AMAZON.COM	112-6471950-1132	12/3/2020	HDMI TO VGA CABLE	11.01	
0005347		AMAZON.COM	112-2177397-3404	12/3/2020	GIGABYTE GT 710 1GB GRAPHIC	47.39	
0005347		AMAZON.COM	112-7542445-3047	2/24/2021	GALAXY S10E PHONE CASE	66.66	
0005347		AMAZON.COM	112-9304543-273E	12/8/2020	USB LASER BARCODE SCANNER	14.27	
0012877		GIANT RV MONTCLAIR CA	18899	12/7/2020	COVER FOR NEW SHOWMOBLIE	583.00	
0012878		HARBOR CHEVROLET LONG BEA	16049200/2	11/19/2020	REPAIR TO UNIT #409 PO# 00060	1,269.04	
0012302		THE BENCH FACTORY	CSTRE23957	12/10/2020	SALES TAX FOR INVOICE BF000	72.54	
00000862		CA-NV SECTION AWWA	26682	11/25/2020	REGISTRATION FOR WEBINAR:C	120.00	
00002647		CUSTOMLINE INC.	26682	11/25/2020	20 TRANSPONDERS FOR UNITS-	839.38	
0012874		FULGENT THERAPEUTICS LLC	12072020_6	12/8/2020	100 "AT-HOME" COVID TEST	10,800.00	
0005300		DATA BUSINESS SYSTEMS INC	62747734838	12/21/2020	W2 FORMS-PAYROLL	200.24	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0012596 ZOOM.US	INV58414506	12/20/2020	ZOOM STANDARD PRO MONTHL	119.93	
		0005347 AMAZON.COM	112-8288423-5172	12/10/2020	MICRO USB MALE TO USB FEMA	6.93	
		0005347 AMAZON.COM	112-7137262-475C	12/16/2020	GALAXY S10E PHONE CASE & IF	122.31	
		0005347 AMAZON.COM	111-8249448-0321	11/17/2020	SPECIAL EVENT SUPPLIES	17.86	
		0005368 PRINTCO DIRECT	83202	11/24/2020	SPECIAL EVENT SUPPLIES	63.71	
		0012882 NATIONAL GUILD	11/24/2020	11/24/2020	CULTURAL ARTS TRAINING	100.00	
		00004854 SMART & FINAL	050512	11/24/2020	SPECIAL EVENT SUPPLIES	164.85	
		0005291 PARTY CITY	077130	12/4/2020	SPECIAL EVENT SUPPLIES	32.99	
		00000268 HOME DEPOT CREDIT SERVICES	064277/9270773	12/4/2020	SPECIAL EVENT SUPPLIES	26.31	
		0005292 TARGET	087541	12/10/2020	SPECIAL EVENT SUPPLIES	19.55	
		00000268 HOME DEPOT CREDIT SERVICES	032276/3072216	12/10/2020	SPECIAL EVENT SUPPLIES	131.89	
		0008155 DROPBOX.COM	11/30/2021	11/30/2021	DROPBOX, INC	45.00	
		0008689 CA CLETS USERS	2020000315CCUC	12/9/2020	ANNUAL DUES FOR CA LAW ENF	125.00	
		0006537 EXPEDIA	72015777715741	1/11/2021	TRAINING: FIELD TRAINING OFF	689.93	
		0005723 SOUTHWEST AIRLINES	O-WN00698G816	12/9/2020	TRAINING: FIELD TRAINING OFF	277.96	
		0012878 HARBOR CHEVROLET LONG BEACH	16049200/1	11/19/2020	REPAIRS TO UNIT #409 - RANGE	1,269.04	
		00003843 NORTH STAR ELECTRONICS, LLC	2788	12/16/2020	REPAIRS TO UNIT #444 - REAR V	295.50	
		0012884 SAVAGE TRAINING GROUP LLC	1215	12/9/2020	TRAINING - FIELD TRAINING OFF	615.00	
		0007582 PD: CAPE	09353	12/9/2020	ANNUAL DUES FOR CALIFORNIA	50.00	
		0012596 ZOOM.US	INV53708074	11/23/2020	ZOOM STANDARD PRORATION	13.49	
		0009469 ADOBE SYSTEMS, INC	1304114336	11/29/2020	ADOBE CREATIVE CLOUD FOR C	599.88	
		00001414 OFFICE DEPOT	093051	12/2/2020	USB KEYBOARDS (2) REPORT C	54.48	
		00002706 DATA TECHNOLOGIES INC, AC&C	3017055-IN	12/8/2020	FIBER SINGLE-MODE MEDIA COI	499.32	
		00002588 DELL MARKETING LP	10449375179	12/2/2020	DELL INSPIRON 17 3000 SERIES	982.57	
		0006639 GRAYBAR ELECTRIC CO.	12/16/2020	12/16/2020	FIBER OPTIC PATCH CABLE MM	15.37	
		0006639 GRAYBAR ELECTRIC CO.	12/16/2020-2	12/16/2020	FIBER OPTIC PATCH MM DUPL	28.82	
		0006639 GRAYBAR ELECTRIC CO.	12/16/2020-3	12/16/2020	VELCRO 3/4 25 YARDS	47.27	41,401.36
Sub total for BANK OF THE WEST:							2,528,990.52

124 checks and 2 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 2,528,990.52

Void Checks

Bank code: botw

<u>Check #</u>	<u>Date</u>
91792	3/9/2021

WARRANT REGISTER FOR COUNCIL MEETING OF 3/9/2021

PART V

apChkLst
02/22/2021 5:42:42PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
2043	2/18/2021	00000004	NATIONWIDE RETIREMENT SOLL	Ben281866	2/18/2021	DEF COMP NATIONWIDE: PAYME	62,988.27	62,988.27
		Voucher: 2043						
2044	2/18/2021	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben281868	2/18/2021	SEIU DUES: PAYMENT	3,228.44	3,228.44
		Voucher: 2044						
2045	2/18/2021	00002370	INTERNAL REVENUE SERVICE	Ben281870	2/18/2021	MEDICARE: PAYMENT	129,146.48	129,146.48
		Voucher: 2045						
2046	2/18/2021	00000343	PUBLIC EMPLOYEES RETIREMENT	Ben281872	2/18/2021	PERS RETIREMENT: PAYMENT	229,496.04	229,496.04
		Voucher: 2046						
2047	2/18/2021	00001186	EMPLOYMENT DEVELOPMENT D	Ben281874	2/18/2021	SDI: PAYMENT	43,767.08	43,767.08
		Voucher: 2047						
2048	2/18/2021	00004996	SEIU-COPE LOCAL 721, LA/OC CI	Ben281876	2/18/2021	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher: 2048						
2049	2/18/2021	00004988	CHILD SUPPORT ON-LINE, STATE	Ben281878	2/18/2021	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
		Voucher: 2049						
Sub total for BANK OF THE WEST:							470,860.85	
Grand Total All Wire Transfers:							470,860.85	

7 wire transfers in this report.

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 3/9/2021**

TOTAL PART I - PAYROLL-RELATED CHECKS	944.90
TOTAL PART II - PREPAID CHECK (2/18/2021)	21,674.51
TOTAL PART III - PREPAID CHECK (3/1/2021)	101,665.91
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	2,528,990.52
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	470,860.85
	<hr/>
SUB - TOTAL	3,124,136.69
LESS: VOIDS	0.00
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(295,309.36)
	<hr/>
GRAND TOTAL	2,828,827.33
	<hr/> <hr/>

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION**

Warrant Number 91716 to Warrant Number 91845 inclusive, plus Wire Transfers, totaling \$2,828,827.33, as listed on the accompanying Accounts Payable Warrant Register of March 9, 2021 are approved as presented, with the exception of the following voided and replacement warrants:

Check	Vendor	Check Date	Amount	Reason for Void
91792	OFFICE DEPOT	3/9/2021	\$ 0.00	OFFICE DEPOT DESCRIPTION OVERFLOW
	GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS		0.00	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on March 9, 2021 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, as approved.