



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, April 27, 2021 at 6:30 p.m.

TELECONFERENCE

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

MEETING ID: 811 1740 4550

<https://us02web.zoom.us/j/81117404550>

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

CALL TO ORDER	Al Rios, Mayor
INVOCATION	Pastor Anthony Kidd, Community of Faith Bible Church
PLEDGE OF ALLEGIANCE	Carmen Avalos, City Clerk
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Al Rios	CITY CLERK Carmen Avalos
VICE MAYOR Maria del Pilar Avalos	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Maria Davila 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 April 27, 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: 811 1740 4550 and <https://us02web.zoom.us/j/81117404550>

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 APRIL 27, 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 May 2021 As Older Americans Month

The City Council will issue a Proclamation declaring May 2021 as Older Americans Month and Recognizing Sonia Miranda as this year's honoree. (CM)

Documents:

[ITEM 1 REPORT 042721.PDF](#)

2. Proclamation Declaring May 2021 As CalFresh Awareness Month

The City Council will issue a Proclamation declaring May 2021 as CalFresh Program Awareness Month. (CM)

Documents:

[ITEM 2 REPORT 042721.PDF](#)

3. Proclamation Declaring May 2021 As Lupus Awareness Month

The City Council will issue a Proclamation declaring May 2021 as Lupus Awareness Month and May 10, 2021, as Lupus Awareness Day. (CM)

Documents:

[ITEM 3 REPORT 042721.PDF](#)

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

The City Council will allow staff to introduce the new and promotional full-time employees hired or promoted during March 2021. (ADMIN SVCS)

Documents:

[ITEM 4 REPORT 042721.PDF](#)

V. Public Hearings

5. Interim Urgency Ordinance Extending A Temporary Limit On Food Delivery Fees

The City Council will conduct a Public Hearing to consider waiving the reading in full and adopting an **Interim Urgency Ordinance _____** extending Interim Urgency Ordinance No. 2021-04-CC continuing the temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic. (CM)

Documents:

[ITEM 5 REPORT 042721.PDF](#)

6. Proposed Projects And Allocations Eligible For Funding From

The Community Development Block Grant Program For FY 2021/22

The City Council will open the Public Hearing and consider: (CD)

- a. Approving the list of proposed projects and allocations recommended by the Citizen Advisory Committee for Community Development Block Grant funds for fiscal year 2021/22;
- b. Approving Staff's recommendation on the appropriation of \$53,467 of un-programmed CDBG funds;
- c. Directing staff to return to Council with a 2021-22 Action Plan and Subrecipient agreements which reflect these allocations.

Documents:

[ITEM 6 REPORT 042721.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 **7, 8, 9, 10, 11, and 12** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and

action.

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

7. Resolution Consenting To An Additional Proposed Use Of The Easement Area Under A 2020 Soundwall Easement Agreement

The City Council will consider adopting a **Resolution _____** consenting to an additional proposed use of the easement area adjacent to the Thunderbird Villa Mobile Home Park located at 10001 W. Frontage Road under the 2020 Soundwall Easement Agreement. (PW)

Documents:

[ITEM 7 REPORT 042721.PDF](#)

8. Agreement With John L. Hunter And Associates, Inc., For As-Needed Services

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with John L. Hunter and Associates, Inc., for the management of the Used Oil Recycling Grant and Beverage Container Recycling Grant Programs, for a two-year term, retroactively effective July 1, 2020, through June 30, 2022, in the amount of \$47,920 for Fiscal Year 2020/21 and \$34,905 for Fiscal Year 2021/22, for a total amount not-to-exceed \$82,825; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 8 REPORT 042721.PDF](#)

9. Attorney Retainer Agreement With The Law Offices Of Gutierrez, Preciado & House, LLP

The City Council will consider: (ATTY)

- a. Approving **Attorney Retainer Agreement (Contract No. _____)** with the Law Offices of Gutierrez, Preciado & House, LLP to provide legal services to the City and its Civil Service Commission ("COMMISSION") related to those appeals to be adjudicated by the COMMISSION.; and
- b. Authorizing the Mayor to execute the Agreement in a form

acceptable to the City Attorney.

Documents:

[ITEM 9 REPORT 042721.PDF](#)

10. Attorney-Client Retainer Agreement With The Law Offices Of Collins + Collins, LLP

The City Council will consider: (ATTY)

- a. Approving **Attorney-Client Retainer Agreement (Contract No. _____)** with the Collins Firm to provide legal services in defending the City with regard to the Arguello Litigation lawsuit.; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to current special legal counsel handling the matter for the City, including any related agreements pertaining to conflict waivers and joint representation matters.

Documents:

[ITEM 10 REPORT 042721.PDF](#)

11. Agreement With ClientFirst Technology Consulting To Assist The City In Procuring A Replacement Enterprise Resource Planning System

The City Council will consider: (ADMIN SVCS)

- a. Approving an **Agreement (Contract No. _____)** with ClientFirst Technology Consulting, LLC, for assistance with the Request for Proposal (RFP) and Competitive Vendor Selection process for a replacement Enterprise Resource Planning (ERP) System, in an amount not-to-exceed \$82,935; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 11 REPORT 042721.PDF](#)

12. Minutes

The City Council will consider: (CLERK)

- a. Approving the Regular Meeting and Special Meeting minutes of March 23, 2021;
- b. Approving the Special Meeting minutes of March 30, 2021; and

- c. Approving the Regular Meeting and Special Meeting minutes of April 13, 2021.

Documents:

[ITEM 12 REPORT 042721.PDF](#)

IX. Reports, Recommendations And Requests

13. Report Pertaining To Senate Bill 970 Regarding The Possibility Of A Change In The City's Election Date

The City Council will consider: (CLERK)

- A. Receiving and filing a summary report pertaining to Senate Bill 970; and
- B. Consider providing staff with direction on how to move forward with planning for the 2022 City of South Gate Municipal Election with one of the two (2) options:
 1. The First Option is to move forward with implementing SB 970, thereby having automatically staggered primary election dates that will align our General Municipal Elections with the State Primaries of March 2020, June 2022, March 2024, June 2026, March 2028, June 2030 respectively; OR
 2. The Second Option is to move our current election cycle from the State Primary to the State General Election date of November of even number years.

Documents:

[ITEM 13 REPORT 042721.PDF](#)

14. Process For Securing An Exclusive Solid Waste Franchise Agreement

The City Council will consider: (PW)

- a. Directing staff to issue a Request for Proposal to procure a new exclusive solid waste franchise agreement through a competitive bid process;
- b. Authorizing the City Manager to approve an agreement with HF&H Consultants (HF&H), in the amount of \$150,000, to assist with the development of a Request for Proposal for an Exclusive Solid Waste Franchise Agreement and with the management of the procurement process; and
- c. Appropriating \$150,000 from the unrestricted fund balance of the

City's Refuse Collection Fund to Account No. 413-733-51-6101 (Refuse Collection Fund - Professional Services) to fund the cost of the HF&H agreement. These funds would be reimbursed upon acceptance of the successor franchise agreement by the City Council by the successful waste hauler.

OR

d. Directing staff to negotiate a new exclusive solid waste franchise agreement with USA Waste of California Inc., dba Waste Management;

e. Authorizing the City Manager to approve an agreement with HF&H in the amount of \$89,000, to assist staff with the negotiation of a new exclusive solid waste franchise agreement with USA Waste of California Inc, dba Waste Management; and

f. Appropriating \$89,000 from the unrestricted fund balance of the City's Refuse Collection Fund to Account No. 413-733-51-6101 (Refuse Collection Fund - Professional Services) to fund the cost of the HF&H agreement. These funds would be reimbursed upon acceptance of the successor franchise agreement by the City Council by the successful waste hauler.

Documents:

[ITEM 14 REPORT 042721.PDF](#)

15. Warrant Register Of April 27, 2021

The City Council will consider approving the Warrant Register of April 27, 2021: (ADMIN SVCS)

Total of Checks:	\$1,787,334.79
Voids:	\$ (18,485.81)
Total of Payroll Deductions	\$ (335,151.99)
Grand Total:	\$1,433,696.99

Cancellations: 91996, 90222

Documents:

[ITEM 15 REPORT 042721.PDF](#)

X. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted April 21, 2021 at 5:25 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.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring May 2021 as Older Americans Month and Recognizing Sonia Miranda as this year's honoree

- WHEREAS,** May is traditionally Older Americans Month, a time to celebrate and recognize the important contributions of Older Americans and the network of services that support them;
- WHEREAS,** Older Americans have contributed many years of service in their communities through volunteer programs;
- WHEREAS,** during this month, we honor our seniors and thank them for the lessons they teach us and the strong values they instill in families and communities;
- WHEREAS,** each year in May, all of the cities in Los Angeles County officially recognize one of their seniors to draw attention to the accomplishments and contributions of the selected senior as well as all seniors throughout their community;
- WHEREAS,** this year, the City is pleased to nominate Sonia Miranda as the City's representative for her contributions and dedication to the community and her role as an active and vital senior citizen; and
- WHEREAS,** Mrs. Miranda has been a member of the South Gate Women's Club since 1998 and a member of the South Gate Multicultural Women's Club since its inception in 2002; she has always been a very active member in both clubs and generous with both her time and money; Mrs. Miranda has provided the table decorations for the District Garden Conferences for the past eight years; makes gourmet gift baskets for fundraisers; attends District events; and volunteers in different club projects; she started the Azalea Festival's Miss Azaleita Contest in 2007 and has been organizing it for the past 14 years. Mrs. Miranda has contributed to the betterment of our community through her involvement.

NOW, THEREFORE, be it proclaimed on this 27th day of April 2021 that **I, Al Rios, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby declare May 2021 as Older Americans Month and do hereby recognize Sonia Miranda as this year's honoree. Thank you Sonia for your time and talents to improving the quality of life for all.


Mayor Al Rios

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring

May 2021 as CalFresh Program Awareness Month

- WHEREAS*, one of the priorities in the County of Los Angeles is to reduce hunger and improve the health of low-income residents in the nation's largest county by increasing access and participation in the CalFresh Program;
- WHEREAS*, the Los Angeles County Department of Public Social Services (DPSS) promotes the CalFresh Program in May which financially assists low-income households with affordable and nutritious foods, to those who suffer from malnutrition, other health-related conditions, and a poor diet due to lack of food;
- WHEREAS*, the CalFresh Program, federally known as the Supplemental Nutrition Assistance Program, issues monthly electronic benefits that can be used to buy most foods at many markets and food stores, helps to improve the health and well-being of quality households and individuals by providing them a means to meet their nutritional needs;
- WHEREAS*, the CalFresh Program serves as a significant resource in the countywide approach to prevent food shortages, to help low-income families and individuals increase their food purchasing power and to raise their nutrition levels;
- WHEREAS*, vital outreach ensures that the elderly and disabled are informed and provided with access to apply for food benefits through the CalFresh Program, which serves those who are often faced with the tough decision to either pay their bills or purchase healthy food for the family;
- WHEREAS*, DPSS is collaborating with the Departments of Public Health and Health Services, the 88 cities and incorporated areas of Los Angeles County, community and faith-based partners, food insecurity coalitions, supermarket chains, farmers' markets, and food banks to enhance outreach; and
- WHEREAS*, recipients of the Supplemental Security Income/State Supplemental Payment Programs may be eligible for CalFresh Food benefits and are encouraged to learn more by visiting CalFreshFood.org.

NOW, THEREFORE, be it proclaimed on this 27th day of April 2021, that **I, Al Rios, Mayor of the City of South Gate**, on behalf of the City Council and citizens, do hereby proclaim the month of May 2021 as CalFresh Program Awareness Month to promote the benefits of the CalFresh Program and increase access and participation for low-income households.

/s/

Mayor Al Rios

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring May 2021 as Lupus Awareness Month and May 10, 2021, as Lupus Awareness Day

WHEREAS, the Lupus Foundation of America estimates that five million people across the world are living with lupus, mainly affecting females, and it is 2 to 3 times more prevalent among African-Americans, Hispanics, Asians and Native-Americans;

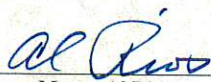
WHEREAS, understanding lupus will help us better understand infections in general, allergies, cancer and even AIDS; lupus is the paradigm of autoimmunity because lupus can affect every part of the body including internal organs, lungs, heart, brain, the skin and joints;

WHEREAS, lupus also has many different symptoms, affects each person differently, is unpredictable in nature, believed to be genetic in origin, and it is an incurable disease;

WHEREAS, existing public information and programs about lupus remains inadequately disseminated and insufficient in addressing the needs of specific diverse populations and other underserved groups; and

WHEREAS, there needs to be more recognition to create and foster a statewide program, that emphasizes a multiethnic approach, promotes public awareness and increases knowledge about the causes of lupus, the importance of early diagnosis and appropriate management, effective prevention strategies and pain prevention and management.

NOW, THEREFORE, be it proclaimed on this 27th day of April 2021, that **I, Al Rios, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby proclaim May 2021 as Lupus Awareness Month and May 10, 2021, as Lupus Awareness Day, to encourage citizens to become aware and educated of this life changing disease, and ask citizens to wear purple on May 10th in support of those who suffer from lupus.


Mayor Al Rios

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APR 18 2021

City of South Gate

Item No. 5

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:30am

AGENDA BILL

For the Regular Meeting of: April 27, 2021

Originating Department: Administration

Management Assistant:


Giselle Mares

Interim City Manager:


Chris Jeffers

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

PURPOSE: To adopt a new Interim Urgency Ordinance extending Interim Urgency Ordinance No. 2021-04-CC to continue the temporary limit on third-party food delivery charges. During the regularly scheduled City Council Meeting of March 23, 2021, the City Council adopted Interim Urgency Ordinance No. 2021-04-CC for a term of forty-five (45) days.

RECOMMENDED ACTION: Following the conclusion of a Public Hearing, the City Council will consider waiving the reading in full and adopting an Interim Urgency Ordinance extending Interim Urgency Ordinance No. 2021-04-CC continuing the temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic.

FISCAL IMPACT: None.

ANALYSIS: Although Governor Newsom allowed indoor dining at restaurants at 50% capacity commencing April 5, 2021 due to the COVID-19 vaccine target being reached, it is still in the interest of protecting the public health and safety to continue limiting charges imposed by third-party food delivery services, given the strains on restaurants and customers. The proposed new Interim Urgency Ordinance extends the temporary limit on third-party food delivery charges and, pursuant to Government Code Section 65858, if adopted, this new Interim Urgency Ordinance will remain in effect for 10 months, 15 days. The state's targeted date to fully and safely reopen for business and pleasure is June 15, 2021.

BACKGROUND: Many consumers in the City are still eager to support local restaurants and use third-party food delivery services as the COVID-19 pandemic orders have not been lifted. Restaurants and customers continue to experience financial hardships, while third-party food delivery services experience increased profitable margins. Third-party food delivery services utilize various commission models that can charge a restaurant up to thirty-percent or more per order, including delivery, marketing and promotion, subscription, and processing fees. Restaurants, and particularly small family-owned restaurants with few locations, have limited

bargaining power to negotiate lower commission fees with third-party food delivery services. Given that only a few restaurants in the marketplace provide their own food delivery services, small restaurants that do not operate their own food delivery service resort to contracting with third-party food delivery service providers as a means to keep afloat during these challenging times. Many small enterprises face dire financial circumstances, and take-out and delivery are essential to maintaining their restaurant operations for the foreseeable future during the ongoing COVID-19 pandemic.

At the January 12, 2021, regularly scheduled City Council Meeting, Council Member Diaz requested this item to be considered by the City Council to consider the adoption of an ordinance temporarily limiting the fees charged by third-party food delivery services. On February 9, 2021, during the regularly scheduled City Council Meeting, the City Council waived the reading in full and unanimously adopted Interim Urgency Ordinance No. 2021-02-CC establishing a temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic, for a term of forty-five (45) days. As a result of the declarations and ensuing Federal, State and County orders, restaurants and similar businesses have been prohibited from offering on-premises dining and are only allowed to sell food and beverages to customers for delivery and pick-up in an attempt to limit and control the spread of COVID-19. At the March 23, 2021, regularly scheduled City Council Meeting, the City Council waived the reading in full and unanimously adopted Interim Urgency Ordinance No. 2021-04-CC to reestablish a temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic, for a term of forty-five (45) days.

Takeout and delivery only options for restaurants severely strain their viability. Many restaurants rely on third party delivery services that charge fees that further jeopardize the continued operation of those restaurants. Further negative impacts of such circumstances are set forth in the recitals of the proposed Interim Urgency Ordinance attached. If adopted, the Interim Urgency Ordinance will continue the temporary limit on the delivery fees that can be charged by a third-party food delivery service to civil liability, enforceable via court action by any restaurant aggrieved by the failure to comply with the ordinance. The Los Angeles County Public Health Department has adopted a similar order that was challenged in court, but is still subject to appeal. If the court action is successfully appealed, it is likely that the order restricting restaurants would extend beyond the State order. It is unknown if any restaurant has availed itself of this ordinance restriction. Similar ordinances have been adopted by surrounding communities, including Alhambra, South Pasadena, and Los Angeles.

ATTACHMENT: Proposed Interim Urgency Ordinance

INTERIM URGENCY ORDINANCE NO. _____

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

**INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF SOUTH GATE, CALIFORNIA, EXTENDING INTERIM
URGENCY ORDINANCE 2021-04-CC CONTINUING THE TEMPORARY
LIMIT ON THE CHARGES IMPOSED BY THIRD-PARTY FOOD
DELIVERY SERVICES ON LOCAL RESTAURANTS DURING THE
ONGOING COVID-19 PANDEMIC**

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

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

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

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

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

WHEREAS, on February 9, 2021, the City Council unanimously adopted Interim Urgency Ordinance No. 2021-02-CC adopting new Section 2.10.380 (COVID-19 Restrictions – Food Delivery Charges), to Chapter 2.10 (Business Regulation), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code establishing a temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic, effective immediately, for a term of forty-five (45) days;

WHEREAS, on March 11, 2021, Governor Newsom announced that indoor dining at restaurants would be allowed at 25% capacity commencing March 15, 2021 due to the COVID-19 vaccine target being reached;

WHEREAS, during the regularly scheduled City Council Meeting of March 23, 2021, the City Council adopted Interim Urgency Ordinance No. 2021-04-CC to reestablish a temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic, effective immediately, for a term of forty-five (45) days;

WHEREAS, although Governor Newsom allowed indoor dining at restaurants at 50% capacity commencing April 5, 2021 due to the increase of COVID-19 vaccinations, it is still in the interest of protecting the public health and safety to continue limiting charges imposed by third-party food delivery services, given the continued strains on restaurants and customers; and

WHEREAS, on April 27, 2021, the City Council conducted a duly noticed public hearing to consider extending Interim Urgency Ordinance No. 2021-04-CC to continue the temporary limit on third-party food delivery charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council does hereby adopt this Interim Urgency Ordinance extending Interim Urgency Ordinance No. 2021-04-CC continuing the temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic.

[Remainder of page left blank intentionally.]

SECTION 3. This Interim Urgency Ordinance shall become effective immediately upon its adoption by a four-fifths (4/5) vote of the City Council due to the immediate need to protect the public health, safety and welfare. Pursuant to Government Code Section 65858, this new Interim Urgency Ordinance will remain in effect for 10 months, 15 days.

SECTION 4. If any provision of this Interim Urgency Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Interim Urgency Ordinance which can be implemented without the invalid provisions, and to this end, the provisions of this Interim Urgency Ordinance are declared to be severable. This Interim Urgency Ordinance would have been adopted and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

SECTION 5. The City Clerk shall certify to the adoption of this Interim Urgency Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED this 27th day of **April 2021**.

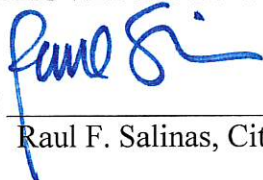
CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

RECEIVED

City of South Gate
CITY COUNCIL

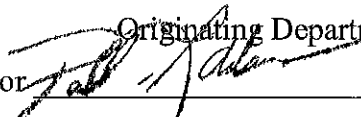
APR 21 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

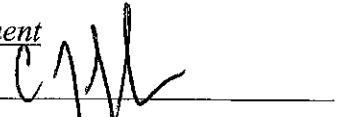
AGENDA BILL

For the Regular Meeting of: April 27, 2021

Originating Department: Community Development

Interim Director: 

Paul L. Adams

Interim City Manager: 

Chris Jeffers

SUBJECT: PROJECTS AND ALLOCATIONS ELIGIBLE FOR FUNDING FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEAR 2021/22

PURPOSE: To approve the Citizen Advisory Committee's (CAC) recommended projects and funding amounts to be appropriated from Community Development Block Grant (CDBG) funds for fiscal year 2021/22. The City Council will also provide direction on the un-programmed fiscal year 2021/22 CDBG funds. This item was continued from the March 23, 2021 City Council meeting.

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

- a. Approve the list of proposed projects and allocations recommended by the Citizen Advisory Committee for Community Development Block Grant funds for fiscal year 2021/22;
- b. Approve Staff's recommendation on the appropriation of \$53,467 of un-programmed CDBG funds;
- c. Direct staff to return to Council with a 2021-22 Action Plan and Subrecipient agreements which reflect these allocations.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The fiscal impact will be the expenditure of approximately \$1,453,467 in CDBG funds during fiscal year 2021/22. However, funding amounts are subject to change due to Congressional restrictions.

ALIGNMENT WITH COUNCIL GOALS: The projects and activities recommended by the CAC meet the City Council's goals to continue creating and protecting strong and sustainable neighborhoods by providing home improvement programs, eliminating graffiti, and assisting disabled and potentially homeless individuals. In addition, the South Gate Park auditorium and Boy Scout Huts Restoration and Replacement projects will support the goal of continuing infrastructure improvements.

NOTICING REQUIREMENTS: Advertising and notification of the Public Hearing was conducted in compliance with Municipal Code 11.50.020 and was published in the Long Beach Telegram on March 13, 2021.

ANALYSIS: The action before the City Council is part of the established CDBG funding allocation process. The Department of Housing and Urban Development (HUD) generally informs cities of their CDBG funding in July or August of each year. The CAC held three public meetings

providing the required public participation in determining how to best allocate these resources. The CAC's recommendations are included in this staff report.

At the start of the public process, staff estimated the CDBG allotment based on the previous year funding. The City anticipated receiving \$1,400,000 in CDBG funds for fiscal year 2021/22 and met with the Citizens Advisory Committee (CAC) to discuss the programming of these funds. On February 10, 2021, the CAC discussed and recommended approval of various programs/projects totaling the \$1,400,000 amount. Since then the City has been notified by HUD that the total CDBG allocation for fiscal year 2021/22 will be \$1,453,467, thus leaving a balance of \$53,467 that is unallocated in the CAC recommendation.

HUD allows 20% (\$290,693) of the annual CDBG allocation to go towards administrative costs including salaries, training, benefits, postage, maintenance of equipment, etc., and for Fair Housing (\$24,000); and \$100,000 for HOME Program Delivery fees. Only 15% (\$218,020) of the total annual allocation is allowed for Public Services Projects. This leaves \$844,754 for Non-Public Service Projects. If fewer CDBG funds are received than anticipated, City Council approved projects will be reduced on a pro-rata basis, as per past practice.

BACKGROUND: During the month of October, letters were sent to non-profit organizations and city departments and a legal notice of funding availability was published on October 8, 2020, to inform prospective applicants of the availability of CDBG funds for fiscal year 2021-22. Applications were made available at mandatory meetings held in November where the application process was explained in detail and questions were answered. Completed applications were accepted in the City Clerk's office up until the deadline date of November 30, 2020. The CAC reviewed the applications and later heard presentations from the applicants at their meetings of January 27, 2019 and February 3, 2021. On February 10, 2021, the CAC discussed and recommended approval of the attached list of projects and allocations.

Upon approval of the CDBG projects and allocations, the Annual Action Plan Update will be finalized for submittal to HUD on or before May 15, 2021. The Annual Action Plan Update is both an application and a plan required by HUD for cities receiving funding from the CDBG program. Any changes made on projects or allocations after that date can only be approved pursuant to a Substantial Amendment which requires a public hearing process.

Below is a brief description of each of the projects recommended by the CAC:

Public Service Projects (The CAC programmed \$210,000; the actual allocation is \$218,020):

- *Graffiti Abatement (\$140,000):* The Graffiti Abatement Program currently services eligible low- and Moderate-income services areas in removing graffiti. The program addresses removal of graffiti on both residential and business structures in the public right-of-way, sidewalks and street surfaces and other public surfaces.
- *Family Violence Prevention and Education (\$10,500):* The Family Violence Prevention and Education Program promotes awareness and education about issues related to domestic violence. This program provides those impacted by family violence with counseling, support groups, referrals to community resources, and assistance with placement into shelters if necessary.
- *South Gate Police Explorers (\$7,000):* The South Gate Police Explorers Program provides training for youths (ages 14-21) who are interested in pursuing a career in law enforcement.

Police Explorers are used as a supplement to sworn personnel in non-hazardous situations and community events.

- *Comptior, Inc. (\$10,000)*: Comptior, Inc. will assist low and moderate income individuals in the community with mental health issues. Due to the Covid-19 pandemic, many residents are experiencing anxiety and depression and are seeking therapeutic treatment to address these issues.
- *Salvation Army Bell Shelter (\$22,500)*: The Salvation Army Bell Shelter proposes to operate a Community Service Program exclusively for residents of the City of South Gate who are experiencing homelessness. The program will offer temporary housing for up to 90 days. Supportive services include comprehensive needs assessment, individualized case management, benefits advocacy transportation services and life skills classes. The project proposes to serve 11 individuals during the one year contract.
- *Helpline Youth Counseling (\$10,000)*: Helpline Youth Counseling will assist low and moderate income households at risk of experiencing homelessness to achieve and maintain housing stability. Services include rental payments, security and utility deposits, case management, and intake and assessment needs. The program offers housing search/placement services, mediation, legal services and credit repair.
- *Southern California Rehabilitation Services (\$10,000)*: Southern California Rehabilitation Services' Assistive Technology Program provides equipment such as wheelchair ramps, grab bars, and comfort height toilets to mobility impaired low income individuals. Other mobility devices include walkers, wheelchairs and shower seats. The program will also offer minor home modifications such as door widening, lowering counter tops and installing accessible sinks and appliances.
- *Undesignated Balance to Program for Public Service programs is \$8,020.*

Non-Public Service Projects (CAC Programmed \$810,000; the actual allocation is \$844,754):

- *SG Park Auditorium Roof Restoration and Replacement Project (\$455,000)*: The South Gate Park Auditorium Roof Restoration and Replacement Project proposes to address major leaks in the auditorium roof to minimize damage to equipment and interior floors, etc.
- *SG Park Boy Scout Huts Roof Restoration and Replacement Project (\$355,000)*: The South Gate Park Boy Scout Huts Restoration and Replacement Project proposes to address major leaks in 8 hut roofs and to address other structural issues.
- *Undesignated Balance to Program for Non-Public Service Projects is \$34,754.*

Un-programmed FY 2021/22 CDBG Funds:

The City has approximately \$53,467 of CDBG funds that are un-programmed and available for new projects. These are additional funds that the City will be receiving for fiscal year 2020/21 that were not expected at the time of the CAC's recommendations. Based upon proposed scopes of work and flexibility of programs to absorb changes to allocations, staff is recommending that the City Council allocate the undesignated balance for Public Service Programs of \$8,020 to the Food Insecurity Program and that the undesignated balance for Non-Public Service Projects of \$34,754 be allocated to the South Gate Park Improvement – Boy Scout Hut Improvement Project.

The City Council could also consider having the Citizens Advisory Committee (CAC) provide recommendations to the City Council on the CDBG un-programmed funds. If the City Council decides to ask the CAC to provide recommendations on the un-programmed funds, then the final allocations would ultimately be reviewed and approved by the City Council at a future public hearing.

Below is a summary of the additional CDBG Funds that are available for programming:

FY 21-22 CDBG Allocation	\$ 1,453,467
Un-programmed FY 21-22 CDBG Funds	\$53,467
Total Estimated Available	\$53,467
Admin (CDBG limit 20%)	\$290,693
Fair Housing	\$24,000
City Admin	\$266,693
HOME Program Delivery:	\$100,000
Public Services (CDBG limit 15%)	\$218,020
Family Violence Prevention	\$10,500
Police Explorer	\$7,000
Graffiti Abatement	\$140,000
Compatior- Mental Health	\$10,000
Salvation Army- Bell Shelter	\$22,500
Helpline Youth Counseling- Rental Assistance	\$10,000
Southern CA Rehab Services	\$10,000
Unallocated	\$8,020
Non-Public Service (no CDBG limit)	\$844,754
SG Park Improvement- Roof Repair	\$455,000
SG Park Improvement- Boy Scout Huts Roof	\$355,000
Unallocated	\$34,754
Unallocated- Public Service	\$8,020
Unallocated- Non Public Service	\$34,754

Below is a list of potential programs/projects to fund in FY 2021/22:

Public Service Programs (\$8,020 available):

- *Family Violence Prevention program:* The CAC allocated \$10,500, the sub recipient requested \$70,000.
- *Police Explorer Program:* The CAC allocated \$7,000, the sub recipient requested \$25,000.
- *Compatior, Inc. - Mental Health Program:* The CAC allocated \$10,000, the sub recipient requested \$60,000.
- *Helpline Youth Counseling- Rental Assistance Program:* The CAC allocated \$10,000, the sub recipient requested \$40,000.
- *Conservation Corp of Long Beach- Youth Employment/ Illegal Dumping program:* The CAC allocated \$0, the sub recipient requested \$60,320.
- *California Latino Leadership Institute- Youth Internships:* The CAC allocated \$0, the sub

recipient requested \$25,000.

- *Food Insecurity Program:* The CAC allocated \$0, to the Food Insecurity program with the City. The additional \$8,020 will help expand the duration of the current program that will end in October.

Non-Public Service projects (\$34,754 available):

- *SG Park Improvement- Boy Scout Huts Improvement Project:* The CAC allocated \$355,000 towards this project, the Parks Department was requesting \$600,000.
- *Tweedy Mile Association- Weedy Mile Façade Improvements:* The CAC allocated \$0, the sub recipient requested \$90,000.
- *South Gate Chamber of Commerce- Small Business Assistance:* The CAC allocated \$0, the sub recipient requested \$200,000.

ATTACHMENTS: A. Public Notice for CAC's recommended projects and allocations
 B. Public Notice of Availability of Funds

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

NOTICE IS HEREBY GIVEN that the City of South Gate, California is entitled to receive approximately \$1,453,467 dollars in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to fund projects during Fiscal Year 2021-2022. As part of this process, the City Council of South Gate will be conducting a Public Hearing to consider approving the Citizen Advisory Committee's (CAC) list of recommended projects and allocations.

DATE OF HEARING: Tuesday, March 23, 2021

TIME OF HEARING: 6:30 p.m.

LOCATION OF HEARING: 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 23rd City Council meeting please visit the City's website at www.cityofsouthgate.org/AgendaCenter. Due to the current Coronavirus public health emergency, no members of the public are being permitted entry into the Council Chambers during this public hearing. To facilitate public participation, however, this hearing will be available through a call-in conference.

The CAC's recommendations are as follows:

CDBG Allocation	\$1,453,467	
CDBG Allocation Allocated		\$1,400,000.00
<hr/>		
Program Administration Cap at 20%:	\$280,000	(Actual Allocation is \$290,693)
Fair Housing Foundation:	-\$24,000	
Public Service Allocation Cap at 15%:	\$210,000	
Program Delivery:	\$100,000	
Public Facility & Improvement Projects:	\$810,000	
<i>Public Service Projects Available</i>	<i>\$210,000 (Actual Allocation is \$218,020)</i>	
<hr/>		
Police Department- Family Violence Prevention & Education:	\$10,500	
Police Department - Police Explorers:	\$7,000	
Public Works Department - Graffiti Abatement:	\$140,000	
Compatior, Inc.- Mental Health:	\$10,000	
The Salvation Army - Homeless Shelter:	\$22,500	
Helpline Youth Counseling- Homelessness Prevention:	\$10,000	
Southern California Rehabilitation Services:	\$10,000	
Balance to Program	\$8,020	
<i>Non-Public Service Projects Available</i>	<i>\$810,000 (Actual Allocation is \$844,754)</i>	
<hr/>		
SG Park Improvements –Roof Repair:	\$455,000	
SG Park Improvements – Boy Scout Huts:	\$355,000	
Balance to Program	\$34,754	

INVITATION TO BE HEARD:

All interested persons are invited to the Public Hearing to be heard. In addition, written comments may be submitted to the City Council prior to the hearing. Comments may be submitted in writing by mailing comments to City of South Gate, Community Development Department, Attention: Dianne Guevara, Management Analyst, 8650 California Avenue, South Gate, CA 90280.

ESPAÑOL

Información en Español acerca de esta junta puede ser obtenida llamando al (323) 563-9535.

/s/ Dianne Guevara, Management Analyst

/s/ Carmen Avalos, City Clerk

Published: March 13, 2021/Long Beach Pres Telegram

RECEIVED

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City of South Gate

CITY COUNCIL

Item No. 7

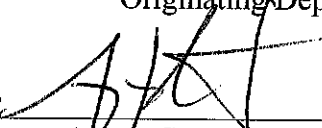
CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: April 27, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: RESOLUTION CONSENTING TO AN ADDITIONAL PROPOSED USE OF THE EASEMENT AREA UNDER A 2020 SOUNDWALL EASEMENT AGREEMENT

PURPOSE: The City approved a 2020 Soundwall Easement Agreement which provides the owner of the Thunderbird Villa Mobile Home Park property, AVMGH Six, limited use of the easement area. AVMGH Six wishes to install an emergency access gate on the property which, when opened, will encroach slightly into the easement area. The Resolution is necessary to allow the installation of the gate on the property and the encroachment.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution consenting to an additional proposed use of the easement area adjacent to the Thunderbird Villa Mobile Home Park located at 10001 W. Frontage Road under the 2020 Soundwall Easement Agreement.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The cost of adding the gate relocation to the contract, and removing related construction elements from the contract, is being assessed. Preliminarily, it appears that there may be no cost increase or cost savings to the project.

ANALYSIS: The City is in the process of building a soundwall on Frontage Road adjacent to the Thunderbird Villa Mobile Home Park located at 10001 W. Frontage Road ("Mobile Home Park"). In connection with the construction of the soundwall, the City and the owner of the Mobile Home Park, AVMGH Six – Thunderbird Villa Limited Partnership, a Nevada limited partnership ("Thunderbird"), entered into an easement agreement dated April 28, 2020 and recorded in the Los Angeles County Recorder's Office on August 6, 2020, as Document No. 20200908400 ("Easement Agreement"). The Easement Agreement grants Thunderbird the right to enter onto the City property described therein ("Easement Area") for certain specified purposes. Thunderbird now wishes to relocate an existing, emergency access gate to the Mobile Home Park to place it closer to the new soundwall. As proposed, the design of the new gate is such that when the gate is opened, it will encroach slightly onto the Easement Area. The encroachment will extend only a few inches onto the Easement Area and will not affect the soundwall or the City's use of the Easement Area. Encroachment by the gate onto the Easement Area is not among the uses identified as permitted uses in the Easement Agreement. Section 5.1 of the Easement Agreement prohibits any use other than those specifically authorized by the Easement Agreement, but allows the City to consent to other uses. Staff is recommending that the City Council adopt the attached resolution to consent to this additional use of the Easement Area by Thunderbird.

The proposed gate relocation will benefit the City by reducing construction requirements. The new location would result in eliminating construction of a portion of the soundwall that would otherwise protrude into the easement area. It would also eliminate a wrought iron fence that would otherwise be

constructed as a part of the project. The proposed gate relocation will also benefit Mobile Home Park residents. The relocated gate location reduces the potential for a pedestrian to be struck by the wrought iron gate as it rolls open.

The cost of the change is being evaluated by staff. Preliminarily, it appears that the cost of adding the gate relocation and the cost savings of removing the portions of the wrought iron fence and soundwall from construction, would be the same so there may neither be a cost increase or a cost savings to the project.

BACKGROUND: The I-710 Corridor Soundwall Project (Project) is under construction and a part of the Capital Improvement Program. The Project entails installing two soundwalls along Frontage Road adjacent to the Mobile Home Park to serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. One soundwall is located on Frontage Road on the City's right-of-way, adjacent to the Mobile Home Park. The other soundwall is located on the I-710 Freeway embankment, on Caltrans right-of-way. Additional improvements include a pedestrian path, landscaping, irrigation and peripheral improvements.

Construction of the Project is nearing completion. To date, the two soundwalls have been substantially constructed. Construction is scheduled for completion June 2021.

ATTACHMENTS: A. Proposed Resolution
B. Easement Photo

ES:

RESOLUTION NO. 2021-___

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE, CALIFORNIA, CONSENTING TO AN
ADDITIONAL PROPOSED USE OF THE EASEMENT AREA
AT THE THUNDERBIRD VILLA MOBILE HOME PARK
LOCATED AT 10001 W. FRONTAGE ROAD UNDER A 2020
SOUNDWALL EASEMENT AGREEMENT**

WHEREAS, the City of South Gate (“City”) is in the process of building a soundwall adjacent to the Thunderbird Villa Mobile Home Park located at 10001 W. Frontage Road (“Mobile Home Park”); and

WHEREAS, in connection with the construction of the soundwall, the City and the owner of the Mobile Home Park, AVMGH Six – Thunderbird Villa Limited Partnership, a Nevada limited partnership (“Thunderbird”), entered in to an easement agreement dated April 28, 2020 and recorded in the Los Angeles County Recorder’s Office on August 6, 2020 as Document No. 20200908400 (“Easement Agreement”) a copy of which is attached hereto, as Exhibit “A”; and

WHEREAS, the Easement Agreement grants Thunderbird the right to enter onto the City property described therein (“Easement Area”) for certain specified purposes; and

WHEREAS, Thunderbird wishes to install an emergency access gate on the Mobile Home Park which, when opened, will encroach slightly into the Easement Area as depicted in the attached Exhibit “B” (“Encroachment Gate”); and

WHEREAS, such Encroachment Gate will remain closed except when used for immediate ingress or egress; and

WHEREAS, such Encroachment Gate is not an authorized use of the Easement Area under the terms of the Easement Agreement; and

WHEREAS, Section 5.1 of the Easement Agreement allows the City to consent to other uses of the Easement Area not specified in the Easement Agreement; and

WHEREAS, the City has determined that the proposed “Encroachment Gate” will not adversely affect the construction or operation of the soundwall or the City’s use of the Easement Area.

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

Section 1. The City Council does hereby declare that the above recitals are true and

correct and incorporated herein by reference.

Section 2. The City Council does hereby consent to the installation of the Encroachment Gate into the Easement Area of an emergency access gate to be located on the Mobile Home Park, subject to the Public Works Department's approval of the manner and extent of that encroachment and subject to a requirement that the gate remain closed at all times, with the exception of during its immediate use.

Section 3: The City Manager, the Assistant City Manager/Director of Public Works, and their respective designees are authorized to take such actions as may be necessary or appropriate to enforce and carry out this resolution.

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

PASSED, APPROVED and ADOPTED this 27th day of April, 2021.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTESTED:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas, General Counsel

EXHIBIT A

This page is part of your document - DO NOT DISCARD



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Pages:
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Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/06/20 AT 03:29PM

FEES: 0.00

TAXES: 0.00

OTHER: 0.00

PAID: 0.00



LEADSHEET



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DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Craig D. Hardwick
AlvaradoSmith, APC
1 MacArthur Place, Suite 200
Santa Ana, California, 92707



(Space above line for Recorder's use)

EASEMENT AGREEMENT
Including Soundwall Maintenance Obligations

This Easement Agreement Including Soundwall Maintenance Obligations ("Agreement") is made as of April 28, 2020, by and between the City of South Gate, a municipal corporation (the "City"), and AVMGH Six – Thunderbird Villa Limited Partnership, a Nevada limited partnership ("Thunderbird"). This Agreement is made with reference to the following facts:

RECITALS

A. Thunderbird is the owner of a parcel of land containing approximately 19.683 acres, identified by the Los Angeles County Tax Assessor as Assessor's Parcel Number 6222-042-013, commonly known by the street address of 10001 W. Frontage Road, South Gate, California, the legal description of which is attached hereto as Exhibit "A" (the "Thunderbird Property").

B. The City owns and operates the aforementioned W. Frontage Road, which is immediately adjacent to the eastern boundary of the Thunderbird Property.

C. There is currently a wall, approximately six-feet tall, located on the Thunderbird Property which separates the Thunderbird property from the roadway (the "Existing Wall"). Thunderbird owns the Existing Wall. The City has proposed removing that wall and installing one or more taller walls (individually and collectively, the "Soundwall") on the City's adjacent roadway property. Such removal and replacement, and the ongoing maintenance of the Soundwall, will require a temporary construction easement and a permanent use and maintenance easement as set forth herein, as well as other agreements between the City and Thunderbird as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. **Payment of Consideration by the City to Thunderbird.** As full consideration for the temporary construction easement to be granted to the City under Section 2 below, the demolition of the Existing Wall, permanent easement, and for Thunderbird's performance of the maintenance obligations under Section 4 below, the City hereby agrees to pay Thunderbird the sum of One Hundred Twenty-One Thousand Dollars (\$121,000.00) (the "Fee"). The City shall pay the Fee to Thunderbird not later than forty-five (45) days after the Construction Easement Commencement Date identified in Section 2.4 below.

2. **Grant of Temporary Construction Easement.** Thunderbird hereby grants to the City a temporary construction easement across portions of the Thunderbird Property ("**Construction Easement**"), on the terms and conditions set forth in this Section 2 and elsewhere in this Agreement.

2.1 **Location of Construction Easement.** The area covered by the Construction Easement (the "**Construction Easement Area**") shall be those portions of the Thunderbird Property on which the Existing Wall is located, together with any portion of the Thunderbird Property on either side of the Existing Wall to which the City and its employees, contractors, subcontractors and material suppliers must reasonably have access in order to remove the Existing Wall and build the Soundwall. Notwithstanding the foregoing, the Construction Easement Area shall not include portions of the Thunderbird Property leased by Thunderbird to residential tenants.

2.2 **Permitted Uses.** The City and its employees, contractors, subcontractors and material suppliers shall have the right to use the Construction Easement Area for and in connection with the removal of the Existing Wall and the construction of the Sound Wall. This shall include the right to temporarily store tools, equipment, demolition debris and construction materials on the Construction Easement Area in such locations (if any) were the Construction Easement Area is deep enough to accommodate such storage.

2.3 **Restrictions on Use.** Portions of the Construction Easement Area are located within the entrance driveways to the Thunderbird Property. The City shall conduct its demolition and construction activities so as to minimize interference with use of those driveways by residents of the Thunderbird Property. The City shall not store anything on the driveways. The City shall also conduct its activities on the Construction Easement Area so as not to damage the mobile homes or other personal property of the residents of the Thunderbird Property.

2.4 **Term of Construction Easement.** At least seven (7) days prior to the commencement of any activity on the Construction Easement Area by the City or its employees, contractors, subcontractors or material suppliers, the City shall send written notice to Thunderbird specifying the date on which such activity will commence on that date (the "**Construction Easement Commencement Date**"). The term of the Construction Easement will commence on the Construction Easement Commencement Date and will continue until the date on which the City notifies Thunderbird, in writing, that the City has completed construction of the Soundwall. That completion date shall be the end of the term of the Construction Easement and shall be the commencement of the term of the Soundwall Use and Maintenance Easement identified in Section 3 below.

3. **Grant of Soundwall Use and Maintenance Easement.** The City hereby grants to Thunderbird an easement to use City property on each side of the Soundwall (“**Soundwall Use and Maintenance Easement**”), on the terms and conditions set forth in this Section 3 and elsewhere in this Agreement, and subject to Thunderbird’s performance of the maintenance obligations set forth in Section 4 below.

3.1 **Location of Soundwall Use and Maintenance Easement.** The area covered by the Soundwall Use and Maintenance Easement (the “**Soundwall Easement Area**”) shall be (a) those portions of the City’s property located west of the Soundwall, between the Soundwall and the eastern boundary of the Thunderbird Property, and (b) those portions of the City’s property located east of the Soundwall, between the Soundwall and West Frontage Road. The Soundwall Easement Area shall include the curb, sidewalk and any parkway or landscape area between West Frontage Road and the Soundwall.

3.2 **Permitted Uses.** With respect to those portions of the Soundwall Easement Area located west of the Soundwall, Thunderbird shall have the right to enter upon the Soundwall Easement Area, to landscape and maintain same, and to authorize its residential tenants to enter upon same. With respect to those portions of the Soundwall Easement Area located east of the Soundwall, Thunderbird’s rights shall be limited to (a) performance of the maintenance obligations set forth in Section 4 below and (b) the right to use the public sidewalk located thereon to the same extent as members of the public in general.

3.3 **Restrictions on Use.** Thunderbird shall not build, or allow any third party to build, anything in the Soundwall Easement Area. Thunderbird shall not attach anything to the Soundwall, lean anything against the Soundwall, or damage the Soundwall. Thunderbird shall take all commercially reasonable steps to prohibit its residential tenants from climbing the Soundwall or doing any of the foregoing prohibited activities. In performing its maintenance activities pursuant to Section 4 below, Thunderbird shall not impair traffic on West Frontage Road at any time, and shall not block public access to the sidewalk adjacent to the Soundwall for longer than reasonably necessary to conduct its maintenance activities, and in no event for longer than one (1) hour.

3.4 **Term of Soundwall Use and Maintenance Easement.** The term of the Soundwall Use and Maintenance Easement Area shall commence on the commencement date specified in Section 2.4 above, and will continue such time as the City permanently removes the Soundwall. Notwithstanding the foregoing, if, prior to the completion of any such removal, the City notifies Thunderbird in writing that the City intends to replace the Soundwall with a similar wall, then the Soundwall Use and Maintenance Easement shall not terminate but shall remain in effect unless and until the City thereafter affirmatively terminates the Soundwall Use and Maintenance Easement.

4. **Maintenance Obligations.** Throughout the term of the Soundwall Use and Maintenance Easement, Thunderbird shall do and perform all of the following:

4.1 **Sidewalk Maintenance.** Thunderbird shall maintain the public sidewalk adjacent to the Soundwall in the manner contemplated by Sections 5.08.020 and 5.08.030 of the South Gate Municipal Code (“SGMC”).

4.2 **Landscaping.** In connection with its construction of the Soundwall, the City shall install the initial landscaping. Thunderbird shall regularly maintain and install any future landscaping in the parkways and other unpaved areas on the side of the Soundwall facing West Frontage Road, and at each entrance to the Thunderbird Property from West Frontage Road (to a level deemed acceptable by the City in its reasonable discretion). Any trees to be installed in those areas shall conform to the requirements of the Street Tree Master Plan identified in SGMC § 5.33.070.1.

4.3 **Irrigation.** In connection with its construction of the Soundwall, the City shall install an irrigation system serving the areas to be landscaped by Thunderbird pursuant to Section 4.2 above. The City shall also install a water meter to monitor the water used by that irrigation system. Upon completion of the Soundwall, the City will transfer ownership and maintenance of irrigation and water meter to Thunderbird. Thunderbird shall control the operation of that irrigation system, and shall irrigate the landscaped areas as reasonably necessary to maintain the health and appearance of the landscaping. Thunderbird shall pay for the water meter usage and water service.

4.4 **Graffiti Removal.** Thunderbird shall, at its expense, keep the side of the Soundwall facing the Thunderbird property free of graffiti, as that term is defined in SGMC §9.49.020.F. Thunderbird shall remove any graffiti on the Soundwall within 48 hours after the earlier of (a) Thunderbird’s discovery of the graffiti, or (b) Thunderbird’s receipt of written notice of the graffiti from the City, regardless of whether such notice is a formal “notice to abate graffiti nuisance” pursuant to SGMC § 9.49.090.C or any less formal written notice.

4.5 **Notify City of Damage.** If Thunderbird causes any damage to the Soundwall, or discovers any damage to the Soundwall caused by any third party, Thunderbird shall immediately notify the City of same in writing. The City shall thereafter inspect such damage and make any repairs deemed necessary by the City. Thunderbird shall have no right and no obligation to make any repairs to the Soundwall.

4.6 **Reimbursement of Certain Cleaning and Repair Costs.** Thunderbird shall promptly reimburse the City, upon demand, for the City’s cost of (a) repairing any damage caused to the Soundwall or (b) removing graffiti from the Soundwall which Thunderbird fails to timely remove as required by Section 4.4 above.

5. **Other Restrictions on Thunderbird’s Use of the Soundwall Easement Area.**

5.1 **Activities Not Expressly Authorized are Prohibited.** Thunderbird shall use the Soundwall Easement Area solely for and in accordance with the uses specified in this Agreement. Thunderbird shall not use or permit the Soundwall Easement Area to be used for any other purpose whatsoever without the City’s prior written consent, which consent may be withheld in the City’s sole and absolute discretion.

5.2 **No Storage.** Thunderbird shall not store any tools, equipment or materials on the portion of the Soundwall Easement Area east of the Soundwall.

5.3 **Compliance with Laws.** Thunderbird shall exercise its rights and obligations hereunder in compliance with all applicable ordinances, statutes and other laws. Thunderbird shall not commit or permit any public or private nuisance or any other act or thing which obstructs or interferes with the rights of the City or the general public in or around the Soundwall Easement Area. Thunderbird shall not use the Soundwall Easement Area for any unlawful purpose.

5.4 **Liens.** Thunderbird shall not suffer or permit any liens, encumbrances or charges against the City's underlying fee interests in the Soundwall Easement Area, or any other property owned by the City or any part thereof -- including without limitation any mechanics', materialmen's, contractors' or other liens arising from, or any claims for damages growing out of, any work of repair or alteration as herein authorized or otherwise arising. Thunderbird shall indemnify, protect, defend and hold the City and such real property free and harmless from all liability for any and all such liens and claims and all costs and expenses in connection therewith, including, without limitation, costs of suit and reasonable attorneys' fees and costs. Liens imposed by Thunderbird's contractors, material suppliers, vendors or others (including without limitation mechanics', materialmen's, or contractors' liens) shall constitute a violation by Thunderbird of this Agreement, even if such liens were imposed without Thunderbird's consent.

5.5 **Hazardous Materials.** Thunderbird shall not cause or permit any Hazardous Materials (as defined below) to be brought upon, stored, used, generated, released into the environment or disposed of on, under, from or about the Soundwall Easement Area without the City's prior written consent, which consent may be withheld in the City's sole and absolute discretion. If Thunderbird causes any such real property to become contaminated with Hazardous Materials, then Thunderbird shall reimburse the City for the cost of any clean-up work performed on, under or about said real property in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials. As used herein, the term "**Hazardous Materials**" means (i) any "hazardous materials" as defined in Section 25501(o) of the California Health and Safety Code, as may be amended from time to time, (ii) any other substance or matter which results in liability to any person or entity from exposure to such substance or matter under any statutory or common law theory and (iii) any substance or matter which is in excess of relevant and appropriate levels set forth in any federal, state or local law or regulation pertaining to any hazardous or toxic substance, material or waste or for which any federal, state or local agency orders or otherwise requires removal, treatment or remediation.

6. **Character of Easements.** In addition to the matters set forth above, the following provisions and conditions are applicable to the Construction Easement and the Soundwall Use and Maintenance Easement (which are sometimes hereafter collectively referred to as the "**Easements**"):

6.1 **Perpetual Nature of Soundwall Use and Maintenance Easement.** From and after the commencement date set forth in Section 3.4 above, the Soundwall Use and Maintenance

Agreement is perpetual and irrevocable, except upon the specific conditions set forth in this Agreement.

6.2 **Exclusivity/Non-Exclusivity.** The Construction Easement is exclusive to the City, and during its term Thunderbird shall grant no other party any rights to use the Construction Easement Area; provided, however, that the foregoing prohibition shall not restrict access by residential tenants of the Thunderbird Property to their respective residences. The Soundwall Use and Maintenance Easement shall be exclusive to Thunderbird with respect to those portions of the Soundwall Easement Area west of the Soundwall. The Soundwall Use and Maintenance Easement shall be non-exclusive with respect to those portions of the Soundwall Easement Area east of the Soundwall, which may be used by members of the public in addition to Thunderbird.

6.3 **Easements Run with the Land.** The Easements run with the land. The City's property adjacent to the Soundwall is the dominant tenement hereunder, and the Thunderbird Property is the servient tenement hereunder.

6.4 **Easements Limited to the Specified Easement Areas.** Nothing contained herein shall be deemed or construed to grant to Thunderbird any rights in or to any portion of West Frontage Road or any other property owned by the City other than the Soundwall Easement Area. No rights, easements or licenses are acquired by Thunderbird by implication or otherwise except for the Soundwall Use and Maintenance Easement.

6.5 **Easements Subject to Existing Conditions.** The Easements are subject to all easements, agreement, covenants, offers of dedication, conditions, restrictions, reservations, rights and rights-of-way, of record, apparent upon reasonable inspection, or of which Thunderbird has actual notice, as such matters now affect the Construction Easement Area and/or the Soundwall Easement Area.

7. **City Has No Obligation To Provide Security.** Other than the fire department and the police department services and other public services, the City has no obligation, nor does the City intend to ever undertake any obligation, to provide security to the Construction Easement Area or the Soundwall Easement Area for the benefit of Thunderbird or Thunderbird's personnel or property relative to the Easements. Notwithstanding any provision in this Agreement to the contrary, any security measures implemented by the City shall be solely for its protection and are not intended to provide security or protection for Thunderbird or any personnel or property of Thunderbird.

8. **Indemnity.** To the fullest extent permitted by law, Thunderbird agrees to indemnify, defend (with counsel reasonably satisfactory to the City) and hold harmless the City from and against any and all actions, causes of action, claims, costs (including without limitation attorneys' fees and costs), damages, demands, expenses, judgments, lawsuits, liabilities, liens, losses, and obligations of whatever kind or nature, character, type or description, whether direct or indirect, known or unknown, existing or potential, suspected or unsuspected, or foreseeable or unforeseeable (collectively, "**Claims**"), which may now or hereafter exist or be asserted against the City, which Claims are based upon, arise out of, or relate to (i) any costs incurred by the City

for corrective action taken on account of the breach by Thunderbird of Thunderbird's obligations under this Agreement, but only where the City has first given Thunderbird written notice of the proposed corrective action and an opportunity for Thunderbird to perform the corrective action itself or otherwise satisfy the Claim within ten (10) days, and Thunderbird has failed to do so with said 10-day period, (ii) Thunderbird's use of the Soundwall Easement Area or any other property owned by the City in connection with the Easements (iii) Thunderbird's failure to comply with any provision of this Agreement, (iv) Thunderbird's violation of any applicable law; (v) Thunderbird's violation of Section 5.5 above. The foregoing indemnity shall not require payment as a condition precedent and shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, Thunderbird has no obligation to indemnify, and shall not indemnify, the City with respect to any Claims arising from the willful and/or negligent acts or omissions of the City or its employees, contractors, subcontractors or material suppliers.

9. **Event of Default.** As used herein, the term "Event of Default" means a failure by Thunderbird or the City to observe and perform any other provision of this Agreement where such failure continues for thirty (30) days after written notice thereof by the nondefaulting party to the defaulting party; provided, however, that if such default is not susceptible of cure within such thirty (30)-day period, but is susceptible of cure within a reasonable period of time, then no Event of Default shall occur hereunder unless the defaulting party shall fail to commence to cure such default within such thirty (30)-day period or shall fail to diligently pursue the cure of such default to completion within a reasonable period of time thereafter.

10. **Remedies Upon Event of Default.** Upon the occurrence of any Event of Default by either Thunderbird or the City, the nondefaulting party shall have the right, but not the obligation, to (a) bring an action in Superior Court against the defaulting party seeking to temporarily suspend and/or permanently revoke (*i.e.* terminate) the Easements; (b) bring an action in Superior Court against the defaulting party seeking injunctive relief to prevent the defaulting party from continuing the Event of Default and/or to prevent the defaulting party from using or interfering with the Easements; (c) bring an action in Superior Court against the defaulting party for money damages; and/or (d) pursue any and all other rights and remedies available at law. Each right and remedy of the nondefaulting party provided for herein or now or hereafter existing at law or otherwise shall be cumulative and shall not preclude the nondefaulting party from exercising any other rights or remedies provided for in this Agreement or now or hereafter existing at law or otherwise.

11. **Condemnation by Other Governmental Entities.** If any governmental entity (including without limitation the California Department of Transportation) ever seeks to acquire the Soundwall Easement Area by eminent domain, then the City shall be entitled to all condemnation proceeds relative thereto.

12. **Miscellaneous.**

12.1 **Notices.** All notices required to be given pursuant to the terms hereof shall be in writing and shall be either (a) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by FedEx or a similar regional or national overnight courier service for next-day delivery that requires written

acknowledgment of receipt by the addressee. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant 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:
The City of South Gate
South Gate City Hall
8650 California Avenue
South Gate, California 90280
Attn: Arturo Cervantes,
Assistant City Manager/Director of Public
Works
Telephone No.: (323) 563-9512
Fax No.: (323) 563-9572
E-mail: ACervantes@SoGate.org

With a copy (which shall not constitute notice)
to:

Craig D. Hardwick, Esq.
AlvaradoSmith, APC
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

To Thunderbird: (address)
10001 West Frontage Road
South Gate, CA 90280
Attn: Bruce Hohn
Telephone No.: (562) 928-4301
Fax No.: (562) 928-4451
E-mail: Tbird710@verizon.net

12.2 **Time.** Time is of the essence of every provision contained in this Agreement. If the date (“**Performance Date**”) on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a Friday when South Gate City Hall is closed for business, or on a Saturday, Sunday or holiday, such Performance Date shall be automatically extended to the next business day. Except as otherwise expressly provided herein, all references to periods of days shall refer to consecutive calendar days.

12.3 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and all successive owners of the dominant and servient tenements.

12.4 **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.

12.5 **Attorneys' Fees.** If either party brings suit against the other with respect to this Agreement, then all costs and expenses, including without limitation actual professional fees and costs such as appraisers' accountants' experts, and attorneys' fees and costs, incurred by the prevailing party (whether that party prevails by final judgment or out-of-court settlement) shall be paid by the losing party. The losing party's obligation shall be deemed to have accrued on the date of the commencement of such actions and shall be enforceable whether or not the action is prosecuted to judgment. As used herein, the term "attorneys' fees and costs" shall include, without limitation, attorneys' fees, costs, and expenses incurred in connection with any (a) postjudgment motions, (b) contempt proceedings, (c) garnishment, levy, and debtor and third-party examinations, (d) discovery, and (e) bankruptcy litigation. As used herein, the term "prevailing party" shall include without limitation any party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

12.6 **Construction.** Thunderbird's representative have reviewed this Agreement and negotiated with the City to change provisions Thunderbird deemed unacceptable. The normal rule of construction that ambiguities are resolved against the drafting party are waived as to this Agreement.

12.7 **Governing Law.** This Agreement shall be 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. All claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of California. No effect shall be given to any choice of law or conflict of law provision, principal or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

12.8 **Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement shall be brought in a 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.

12.9 **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.

12.10 **Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes 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.

12.11 **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, and in no way define, limit or prescribe the scope or intent of this Agreement or any provisions thereof.

12.12 **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, then 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.

12.13 **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.

12.14 **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.

12.15 **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.

12.16 **Relationship of Parties.** Nothing contained in this Agreement or in the relationship between the parties shall be deemed to constitute a partnership, joint venture or any other relationship between them except that of grantor and grantee.

12.17 **Force Majeure.** If either party is delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of a "Force Majeure" as defined below, then performance of such act will be excused for the period of delay and the period for


the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, however, nothing in this Section shall excuse either party from the prompt payment of any amounts owing by that party under this Agreement. Further notwithstanding the foregoing, no Force Majeure event shall excuse the delay of either party's performance by more than sixty (60) days. As used herein, the term "Force Majeure" means any one or more of the following to the extent not caused by the party claiming the delay: (a) fire, earthquake, flood or other natural disaster; (b) interruption of any public utilities, including without limitation electricity, gas, water, sewer or telephone service; (c) governmental action or inaction, including without limitation failure, refusal or delay in issuing permits, approvals and/or authorizations; (d) restrictive governmental laws, regulations or orders; (e) strikes, lock-outs, or similar labor interruptions; (f) inability to procure necessary construction materials; (g) riots, civil unrest or insurrection; (h) criminal activity; (i) terrorism; (j) war; or (k) any other unusual and unforeseeable delay not within the reasonable control of the party delayed.

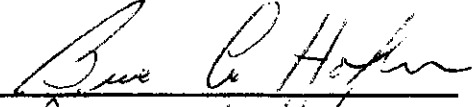
12.18 No Third-Party Beneficiaries. The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

"City"
The City of South Gate,
a municipal corporation

"Thunderbird"
AVMGGH Six – Thunderbird Villa Limited
Partnership, a Nevada limited partnership

By: 
Maria Davila, Mayor

By: 
Name: Bruce A. Hahn
Title: MANAGING PARTNER

ATTEST:
By: 
Carmen Avalos, City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: 
Raul F. Salinas, Esq., City Attorney

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 May 5, 2020, before me, Carmen Avalos, Notary Public, personally appeared Raul F. Salinas, 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.



C. Avalos
Notary Public

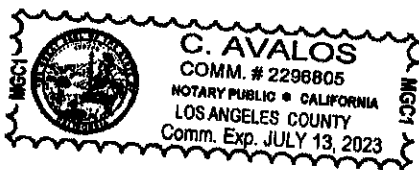
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On May 6, 2020, before me, Carmen Avalos, Notary Public, personally appeared Maria R. Davila, 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.



C. Avalos
Notary Public

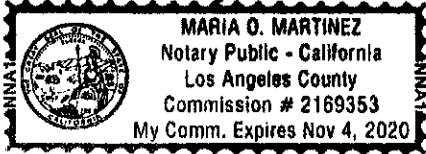
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On April 22, 2020, before me, Maria O. Martinez, Notary Public, personally appeared Bruce Andrew Holm, 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.



A handwritten signature in black ink, appearing to read "Maria O. Martinez", written over a horizontal line.

Notary Public

Exhibit "A"

Legal Description of Thunderbird Property

Legal and PlatConst Surveying, Inc
October 17, 2016**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE LAND IN THE RANCHO SAN ANTONIO, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, CONVEYED TO MARIA MERCED DE FOSTER BY DEED RECORDED IN BOOK 3, PAGE 37 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF LOT 5 OF THE SUBDIVISION OF THE ESTATE OF ROBERT TWEEDY, DECEASED AS PER MAP RECORDED IN BOOK 83, PAGES 13 AND 14, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, IN SAID CITY, COUNTY AND STATE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 29, 1954, IN BOOK 44460, PAGE 1, OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER, SAID CORNER BEING A POINT IN THE SOUTHERLY LINE OF SOUTHERN AVENUE, FORMERLY STEWART AND GRAY ROAD, 50.00 FEET WIDE; THENCE ALONG THE WESTERLY LINES OF THE LAND DESCRIBED IN SAID PARCEL 1 THE FOLLOWING THREE (3) COURSES:

1. SOUTH 03°53'57" WEST 129.02 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2475.00 FEET;
2. SOUTHERLY 107.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°28'53";
3. SOUTH 06°22'50" WEST 684.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 06°22'50" WEST 249.49 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4975.00 FEET;
2. SOUTHERLY 531.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°06'59" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2338.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 77°30'11" EAST;

Crest Surveying, Inc
October 17, 2016

3. SOUTHERLY 383.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°23'44" TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED RECORDED JULY 8, 2003 AS DOCUMENT NO. 03-1948303 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE LEAVING SAID WESTERLY LINE, NON-TANGENT, ALONG SAID SOUTHERLY DEED LINE NORTH 82°58'31" WEST 4.45 FEET; THENCE LEAVING SAID SOUTHERLY DEED LINE NORTH 20°41'41" EAST 79.39 FEET; THENCE NORTH 18°43'48" EAST 75.15 FEET; THENCE NORTH 16°50'26" EAST 124.47 FEET; THENCE NORTH 14°13'52" EAST 83.01 FEET; THENCE NORTH 12°19'22" EAST 70.26 FEET; THENCE NORTH 11°20'30" EAST 153.88 FEET; THENCE NORTH 09°00'26" EAST 173.65 FEET; THENCE NORTH 06°44'34" EAST 329.50 FEET; THENCE NORTH 38°36'36" WEST 10.18 FEET; THENCE NORTH 83°36'36" WEST 15.00 FEET; THENCE NORTH 06°23'24" EAST 56.13 FEET; THENCE SOUTH 83°36'36" EAST 15.00 FEET; THENCE NORTH 51°23'24" EAST 15.91 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6,663 SQUARE FEET, MORE OR LESS.

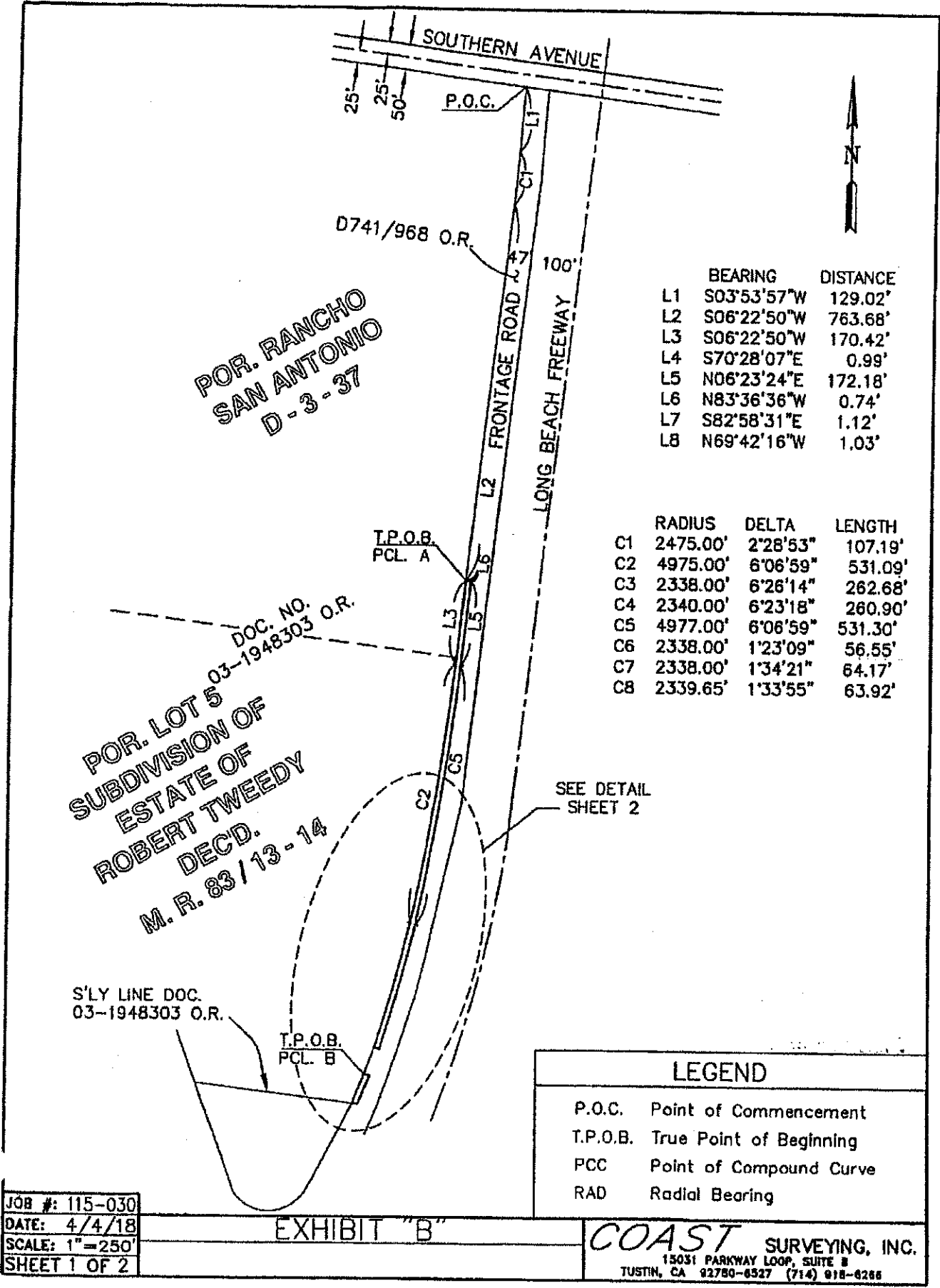
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION.
DATED THIS 19TH DAY OF OCTOBER, 2016

Gwen Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108





	BEARING	DISTANCE
L1	S03°53'57"W	129.02'
L2	S06°22'50"W	763.68'
L3	S06°22'50"W	170.42'
L4	S70°28'07"E	0.99'
L5	N06°23'24"E	172.18'
L6	N83°36'36"W	0.74'
L7	S82°58'31"E	1.12'
L8	N69°42'16"W	1.03'

	RADIUS	DELTA	LENGTH
C1	2475.00'	2°28'53"	107.19'
C2	4975.00'	6°06'59"	531.09'
C3	2338.00'	6°26'14"	262.68'
C4	2340.00'	6°23'18"	260.90'
C5	4977.00'	6°06'59"	531.30'
C6	2338.00'	1°23'09"	56.55'
C7	2338.00'	1°34'21"	64.17'
C8	2339.65'	1°33'55"	63.92'

LEGEND	
P.O.C.	Point of Commencement
T.P.O.B.	True Point of Beginning
PCC	Point of Compound Curve
RAD	Radial Bearing

JOB #: 115-030
 DATE: 4/4/18
 SCALE: 1"=250'
 SHEET 1 OF 2

EXHIBIT "B"

COAST SURVEYING, INC.
 13031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6327 (714) 918-8268



POR. LOT 5
 SUBDIVISION OF
 ESTATE OF
 ROBERT TWEEDY
 DECD.
 M. R. 83 / 13 - 14

S'LY LINE DOC.
 03-1948303 O.R.

N77°30'11"W
 (RAD PCC)

N77°29'37"W
 (RAD PCC)

N71°03'57"W
 (RAD)

N71°06'19"W
 (RAD)

T.P.O.B.
 PCL B

N69°40'48"W
 (RAD)

N68°06'27"W
 (RAD)

N69°43'14"W
 (RAD)

N68°09'19"W
 (RAD)

SEE SHEET 1
 FOR LINE AND
 CURVE DATA

LEGEND

- P.O.C. Point of Commencement
- T.P.O.B. True Point of Beginning
- PCC Point of Compound Curve
- RAD Radial Bearing

JOB #: 115-030
 DATE: 4/4/18
 SCALE: 1"=100'
 SHEET 2 OF 2

EXHIBIT "B"

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-8527 (714) 918-6286



RECEIVED

City of South Gate

Item No. 8

APR 21 2021

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: April 27, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC., FOR AS-NEEDED SERVICES FOR THE USED OIL RECYCLING GRANT AND BEVERAGE CONTAINER RECYCLING GRANT PROGRAMS

PURPOSE: To approve a two-year Agreement with John L. Hunter and Associates, Inc., (JLHA) for the management of the City's Used Oil Recycling Grant and Beverage Container Recycling Grant Programs (Programs).

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving an Agreement with John L. Hunter and Associates, Inc., for the management of the Used Oil Recycling Grant and Beverage Container Recycling Grant Programs, for a two-year term, retroactively effective July 1, 2020, through June 30, 2022, in the amount of \$47,920 for Fiscal Year 2020/21 and \$34,905 for Fiscal Year 2021/22, for a total amount not-to-exceed \$82,825; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The proposed contract amount with JLHA is in the amount of \$82,825 and it will be funded as summarized below:

Program	FY 2020/21	FY 2021/22	2-Year Total
Used Oil Recycling Grant Account No. 218-720-54-6101 (Used Oil Recycling Grant - Professional Services)	\$24,025	\$11,010	\$35,035
Beverage Container Recycling Grant Account No. 219-722-56-6101 (Beverage Container Recycling Grant - Professional Services)	\$23,895	\$23,895	\$47,790
Total	*\$47,920	*\$34,905	\$82,825

* The original annual amount of the fee proposal was \$50,450. It was negotiated to \$47,920 for Fiscal Year 2020/21 and \$34,905 for Fiscal Year 2021/22 to match the grant amounts. For FY 2021/22, the JLHA will provide the same services stated in the proposal but will bill fewer hours to match the grant amount.

ANALYSIS: The State of California Department of Resources Recycling (CalRecycle) offers grant opportunities each year to local agencies to promote recycling and reduce pollution. The City has been successful in securing funds from the Programs annually since 2001. Funding is anticipated to continue to be available annually for the City in Fiscal Years (FY) 2020/21 and 2021/22. As such, staff is recommending that the Programs continue to be offered to City residents through FY 2021/22. The Public Works Department manages the Programs through the services of JLHA, an environmental consultant. It is recommended that a new contract be awarded to JLHA for a two-year term, retroactive to July 1, 2020.

A two-year contract is recommended since the Program grants are allocated annually to the City on a per capita basis. For the Used Oil Recycling Grant Program, the City will be receiving \$26,053 for FY 2020/21 and \$11,065 for FY 2021/22. The grant amount for FY 2021/22 decreased because of several factors, including the COVID-19 pandemic, car owners going longer intervals between oil changes and increased use of electric vehicles. For the Beverage Container Recycling Grant Program, the City will be receiving \$24,506 for FY 2020/21 and \$23,935 for FY 2021/22. These amounts are sufficient to fund the recommended services with JLHA.

BACKGROUND: For many years, the Department of Public Works has utilized the services of JLHA, an environmental consultant, for the management of the City’s Used Oil Recycling Grant and Beverage Container Recycling Grant Programs (Programs). The latest agreement with JLHA (Contract No. 3324) expired on June 30, 2020. A new contract is recommended to be awarded to JLHA, retroactive to July 1, 2020. The recommended contract was procured competitively.

Staff issued a Request for Proposal (RFP) to procure the recommended contract. On May 21, 2020, a RFP was released to qualified consultants to provide professional services for the management of the Programs. On June 18, 2020, the following three proposals were received:

Consultant	Average Evaluation Rating	Used Oil Program Fees	BCR Program Fees	Total Proposed Annual Amount
John L. Hunter & Associates, Inc. (JLHA)	90	\$24,025	\$26,425	\$50,450*
KJ Services Environmental Consulting (KJSEC)	88	\$26,700	\$23,935	\$50,635
Environmental Team & Associates (ETA)	71	\$27,012	\$24,506	\$51,518

* This is the original annual amount of the fee proposal. It was negotiated to \$47,920 for FY 2020/21 and \$34,905 for FY 2021/22 to match the grant amounts.

On July 8, 2020, the proposals submitted were evaluated by a Selection Committee comprised of the City’s Public Works Department’s Senior Engineer, Associate Engineer and Assistant Engineer. The Selection Committee’s evaluation criteria included experience of the firm, professional qualifications of their staff, ability to meet deadlines, references from previous clients and proposal fees. While service fees were a consideration, the City reserved the right to choose the most qualified consultant for the contract.

Based on the Selection Committee’s evaluation, John L. Hunter and Associates, Inc., (JLHA) is recommended for the contract. JLHA has been providing Used Oil Recycling Grant and Beverage Container Recycling Grant Programs services to municipal clients since 1985. Their staff is bilingual which has been a great help in interacting with the South Gate community. They have extensive knowledge of City and State regulations for the Programs. JLHA services include program administration, funding assistance, compliance planning, engineering, inspections, education, monitoring and reporting. Their costs and fees are within the City’s budget.

JLHA offers a comprehensive program at competitive pricing. The following page contains a comparative summary of the Programs and fee proposals. It compares program services and fees offered by JLHA against program services and fees offered by the consultants that submitted proposals.

The following provides general information on the two grant programs:

- Used Oil Recycling Grant – CalRecycle provides this grant opportunity for the recycling of used oil. As part of the program, CalRecycle issues non-competitive block grants to help local governments establish and/or enhance permanent used oil recycling programs. Program goals include increasing the use of certified oil recycling centers, increasing the collection of used oil

filters, and decreasing pollution from used oil entering the City's storm drain system. The City's program accomplishes these goals through public outreach programs and community events.

- Beverage Container Recycling Grant – Grant funds are available annually to cities and counties for Beverage Container Recycling and Litter Abatement activities from CalRecycle. The goal of the State's Beverage Container Recycling Program is to reach and maintain an 80 percent (80%) recycling rate for all California Refund Value beverage containers - aluminum, glass, plastic and metal. These grant funds have been used to hold events to promote recycling such as the Annual Earth Day Celebration and the Family Day in the Park, prior to the COVID-19 pandemic.

Comparative Analysis of Program Services and Fees

Consultant	Program Services																		
	Public Outreach	Social Media	Educational Materials	City Events	Earth Day	Promote Recycling Centers	Recycling Center Surveys	NPDES Compliance	School Assemblies	Administration and QA/QC Procedures	Grant Administration	Giveaways	Used Oil Collection & Filter Exchange Event	Advertise City Transit	High School Video Contest	High School Outreach	Middle School Outreach	Elementary School Outreach	Recycling Artwork Contest
JLHA	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	
KJSEC	X	X	X	X	X	X		X	X		X	X	X			X	X	X	X
ETA	X	X	X	X	X			X	X		X	X		X	X	X	X	X	

Used Oil Recycling Program						
Consultant	Total Fees	Hours of Service	Program Activities		Program Administration	
JLHA	\$24,025*	205	\$22,540	196 Hrs	\$1,485	9 Hrs
KJSEC	\$26,700	165	\$25,000	145 Hrs	\$1,700	20 Hrs
ETA	\$27,012	Not Provided				

* This is the negotiated amount.

Beverage Container Recycling Program						
Consultant	Total Fees	Hours of Service	Program Activities		Program Administration	
JLHA	\$23,895*	203	\$22,080	192 Hrs	\$1,815	11 Hrs
KJSEC	\$23,935	190	\$23,085	180 Hrs	\$850	10 Hrs
ETA	\$24,506	Not Provided				

* This is the negotiated amount

ATTACHMENT: Proposed Professional Services Agreement

JR:lc

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE MANAGEMENT OF THE USED OIL RECYCLING AND BEVERAGE
CONTAINER RECYCLING GRANT PROGRAMS BETWEEN THE
CITY OF SOUTH GATE AND JOHN L. HUNTER AND ASSOCIATES, INC.**

This Agreement for Professional Services for the Management of the Used Oil Recycling and Beverage Container Recycling Grant Programs ("Agreement"), is made and entered into on April 27, 2021, and retroactively effective July 1, 2020, by and between the City of South Gate, a municipal corporation ("City"), and John L. Hunter and Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Consultant for as-needed professional services for the management of the Used Oil Recycling and Beverage Container Recycling Grant Programs;

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

WHEREAS, based on such representation, City desires to contract with Consultant to perform the 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 the City to Consultant for this Agreement shall not exceed the sum of **Forty Seven Thousand Nine Hundred Twenty Dollars (\$47,920) for Fiscal Year 2020/21 and Thirty Four Thousand and Nine Hundred Five Dollars (\$34,905) for Fiscal Year 2021/22; the two-year total sum shall not exceed Eighty Two Thousand Eight Hundred Twenty Five Dollars (\$82,825)**, as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved 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 the invoice.
 - 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is **retroactively effective as of July 1, 2020, 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 being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by 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. 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 penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of the Consultant.

6.9 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 Exhibit "A" hereto 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 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 depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate
Arturo Cervantes, P.E.
Assistant City Manager/
Director of Public Works
8650 California Avenue
South Gate, CA 90280
Email: acervantes@sogate.org

WITH COURTESY COPY TO:
City of South Gate
Carmen Avalos
City Clerk
8650 California Avenue
South Gate, CA 90280
Email: cavalos@sogate.org

TO CONSULTANT:
John L. Hunter and Associates, Inc.
John L. Hunter
President
6131 Orangethorpe Avenue, #300
Buena Park, CA 90620
Email: jlhunter@jlha.net

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.

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: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVE AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**JOHN L. HUNTER AND ASSOCIATES,
INC.:**

By: _____
John L. Hunter, President

Dated: _____



John L. Hunter
AND ASSOCIATES, INC.

June 18, 2020

John Rico
Project Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

SUBJECT: Proposal for As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs

John L. Hunter & Associates, Inc. (JLHA) welcomes the opportunity to continue providing our services to the City of South Gate with regard to the As-Needed Services for the Used Oil (UO) Recycling and Beverage Container Recycling (BCR) Grant Programs, prepared in response to the City of South Gate Request for Proposal (RFP).

JLHA is an environmental consulting firm that specializes in servicing municipal clients. Currently we implement UO Recycling and BCR Grant Program services to seven (7) agencies in the Counties of Los Angeles and Orange, and have assisted the City with these programs since 2005. Specific qualifications and experience are detailed in the enclosed packaged.

All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. The person authorized as the point of contact for a contract resulting from the RFP is:

Jillian Brickey, Project Manager
714.494.6943
jbrickey@jlha.net

This proposal is considered valid for a period of ninety (90) days from the date of submittal. All information submitted with the proposal is considered true and correct.

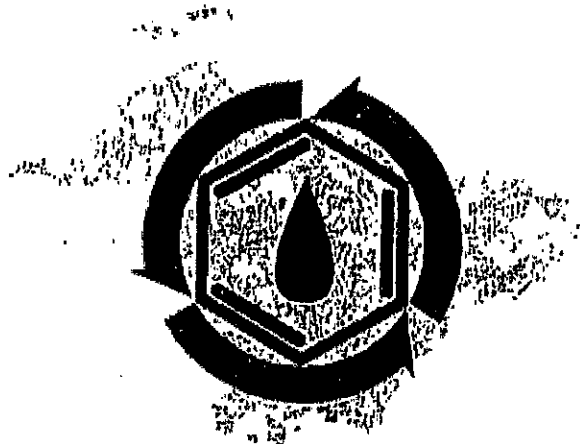
We look forward to continuing to assist the City with these programs. Please do not hesitate to contact us if you have any questions or would like further information.

Sincerely,

Jillian Brickey

SUBMITTED

**As Needed Services for Used Oil Recycling and
Beverage Container Recycling Grant Program**



**SERVICES PROPOSAL
2020.06.18**

Prepared for: The City of South Gate
Attention: John Rico

Prepared by: John L. Hunter & Associates
6131 Orangethorpe Ave #300
Buena Park, CA 90620

Jillian Brickey
JLHA Project Manager
jbrickey@jlha.net 714.494.6943

John Hunter
JLHA Principal in Charge
jhunter@jlha.net 310.344.8650

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I. Qualifications, Relevant Experience and References

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation founded in 1985. We specialize in assisting municipalities implement water quality and conservation programs. These programs include NPDES, stormwater pollution prevention, watershed management, sewer overflow prevention, industrial waste (IW) and fats, oil and grease (FOG) control, water conservation, and recycling. Services provided include program administration, funding assistance, compliance planning, engineering, inspections, education, and monitoring and reporting.

A. Relevant Firm Experience

JLHA has been working with the City of South Gate since 1993 and is currently implementing the City's Used Oil, Beverage Recycling Program and NPDES (stormwater) program. For the past 21 years, JLHA has successfully increased awareness and recycling efforts within the community while implementing the city's Used Oil and Beverage Container Recycling Programs. JLHA has played an integral role in the City's endeavors, including arranging filter exchanges, participating in events, and creating and planning the City's Earth Day Community Cleanup.

Currently, JLHA implements the used oil recycling programs for five (5) cities and the beverage container recycling program for two (2) cities in the Southland. Services provided include:

- Grant administration
- Public education and outreach
- Recycling center support and administration
- Partnership with Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

B. Firm Quality Assurance/Control Procedures

Service quality is ensured through a QA/QC budget assigned to the program. This budget (approximately 5% of total program costs) is for time spent by supervising key personnel to regularly review the Project Team's work product. This time is also used to track and control the budget, and to ensure control of the schedule of services provided as listed in the following subsections.

C. Staffing Capability and Current Work Load

JLHA staffing is at 25, consisting of 20 full-time staff and 5 part-time staff. This includes 1 principal, 2 directors, 5 project managers, 5 engineers, 7 field inspectors, 4 project analysts, and 3 administrative staff. All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. The Project Team listed in the following section will be available to provide any requested services throughout the term.

D. Proposed Team

Table 1 lists the proposed team for these programs and their typical project roles. See the Resumes Section for the experience, credentials, and education of the project team.

Table 1. Program Team Roles

Program Title	Team Member Information	
	Name	Roles
Project Manager	Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR	Point-of-contact, project administration and delivery
		Workload: 10% of services provided
Principal in Charge	John Hunter, PE	Point-of-contact, project oversight
		Workload: 5% of services provided
Outreach Specialist	Jacqueline Mak	Outreach programs implementation
		Workload: 85% of services provided

E. References

Table 2 is a list of client references. Additional references are available at the request of the City.

Table 2: References

Monterey Park	Contact/Title	Mark McAvoy, Public Works Director/City Engineer
	Address	320 W Newman Ave, Monterey Park, CA 91754
	Phone/email	(626) 307-1323, mmcavoy@montereypark.ca.gov
	JLHA services	Used Oil
Seal Beach	Contact/Title	Patrick Gallegos, Assistant City Manager
	Address	211 Eighth St, Seal Beach, CA 90740
	Phone/email	(562) 431-2527, pgallegos@sealbeachca.gov
	JLHA services	Used Oil
South El Monte	Contact/Title	Rena Salas, Director of Public Works
	Address	1415 Santa Anita Ave, South El Monte, CA 91733
	Phone/email	(626) 579-6540, rsalas@soelmonte.org
	JLHA services	Used Oil
Temple City	Contact/Title	Andrew Coyne, Management Analyst
	Address	9701 Las Tunas Dr, Temple City, CA 91780
	Phone/email	(626) 285-2171 ext. 4344, acoyne@templecity.us
	JLHA services	Used Oil

II. Scope of Work and Project Understanding

JLHA welcomes the opportunity to continue providing professional Used Oil Recycling and Beverage Container Recycling Grant services to the City of South Gate. This section details the approach to the Scope of Work (SOW). The timeframe of this proposal is for three years (Fiscal Year 2020-2021 through 2022-2023). The services provided may be extended for additional years, maximum of two, upon written agreement by the City and JLHA. This proposal is considered valid for a period of ninety (90) days from the date of submittal.

A. Used Oil Recycling and Beverage Container Recycling Grant Programs

The Department of Resources Recycling and Recovery (CalRecycle) distributes an annual grant to the City specifically for the Used Oil Recycling and Beverage Container Recycling programs. JLHA and the City will work together to implement projects to achieve the goals of the Used Oil Recycling and Beverage Container Recycling Grant program.

Below is an outline of the tasks that will be implemented during each reporting year for both Used Oil Recycling and Beverage Container Recycling programs. These tasks aim to increase the recycling of used oil, filters, and beverage containers, and decrease the volume of oil and containers discarded into storm drains or public disposal sites. All outreach activities and vendor purchases will have prior approval from the City.

1. Public Outreach and Education
Table 3 lists the Public Outreach and Education tasks.

Table 3. Public Outreach and Education Tasks

#	Description
1.a	Print and social media
	Task Detail: JLHA will continue to collaborate with the City's stormwater program to promote used oil and beverage container recycling information through news outlets such as the City website and seasonal newsletter, South Gate Vista. JLHA will also utilize social media platforms such as Facebook, Twitter, and Instagram to provide program information. A minimum of four (4) newsletter articles and/or advertisements will be developed for print media and monthly content will be provided to for the City's social media.
1.b	Develop beverage container and used oil and filter recycling materials
	Task Detail: JLHA will develop designs for outreach materials that are both educational and functional. Materials will promote the City's recycling centers and serve as reusable items for used oil recycling and beverage container recycling. Promotional advertisements include banners, flyers, and newsletter articles.
1.c	Event participation
	Task Detail: City/Community events will be attended to promote the used oil recycling and beverage container recycling programs. An informative environmental booth will be set up with educational brochures, promotional items, and an interactive display. JLHA will provide staff who

Table 3. Public Outreach and Education Tasks

#	Description
	are bilingual in English and Spanish will host the booths to effectively communicate to the community.
1.d	Used oil recycling and filter exchange events Task Detail: JLHA will coordinate with local certified collection centers (CCCs) such as AutoZone and Renteria Auto Parts to host a minimum of two (2) used oil recycling and filter exchange.
1.e	Assistance with City's annual Earth Day Community Cleanup, or similar event Task Detail: JLHA will assist City as needed, to develop and promote the City's annual Earth Day Community Cleanup Day event. JLHA will coordinate with youths, high school students, families, local businesses, and community groups for volunteer participation.

2. Recycling center surveys, support, and promotion

Table 4 lists the recycling center surveys, support, and promotion tasks.

Table 4. Recycling Center Surveys, Support, and Promotion Tasks

#	Description
2.a	Promote existing used oil recycling certified collection centers (CCCs) and beverage container recycling centers Task Detail: Both used oil recycling and beverage container recycling centers will promote all outreach materials, media outlets, and events.
2.b	Conduct annual Certified Collection Centers (CCC) surveys and collect used oil and filter recycling data. Task Detail: Certified Collection Centers (CCC) are used oil and filter recycling collection centers within the City. It is important to provide the centers with materials and support they need for continued involvement in the program. JLHA will conduct a survey at all CCCs at least once per fiscal year.
2.c	Administer used oil and filter hauler payments at local used oil recycling certified collection centers (CCCs) Task Detail: CalRecycle will provide payment for local CCCs to haul used oil and filters. This will include communication between participating certified collection centers and the hauler.

3. Partnership between City's Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

Table 5 lists the partnership between city programs tasks.

Table 5. Partnership Between City Programs Tasks

#	Description
3.a	Use Used Oil Recycling grant funds to implement stormwater projects Task Detail: JLHA will develop a plan targeted at increasing community participation and filter recycling that is designated at reducing pollutants from entering storm drains. JLHA's engineering and public outreach staff will work together to improve existing and new catch basins and LID projects to achieve NPDES compliance.
3.b	K-12 school outreach

Table 5. Partnership Between City Programs Tasks

#	Description
	Task Detail: JLHA will promote LA County's Environmental Defenders program for K-6 students and Battle of the Schools recycling contest and Streets to the Sea Challenge for 7-12 grade students. In addition, JLHA will coordinate with schools to increase K-12 student participation at the City's annual Earth Day Community Cleanup event.
3.c	Integrated program outreach
	Task Detail: Both used oil recycling and beverage container recycling program outreach will be integrated with the City's stormwater program. Combining the programs as one environmental message will help the South Gate community to learn to recycle both materials while protecting our waterways.

4. Grant Administration

Table 6 lists the grant administration tasks.

Table 6. Grant Administration Tasks

#	Description
4.a	Expend annual grant funds before the fiscal year deadline
4.b	Complete and submit all CalRecycle grant documents (Funding Request/Grant Application, Annual Report)
4.c	Communicate with CalRecycle grant advisors for project approvals and current grant updates
4.d	Administer expenditures according to proportionate cost/rate
4.e	Attend meetings on behalf of South Gate

III. Legal Investigation History

JLHA has not been the subject of any legal investigation by County, State, and/or Federal agencies within the past five years.

IV. Consultant Agreement

JLHA has no exceptions requested to the standard contract included in the RFP.

V. Fee Proposal

A. 2020 Rate Schedule

Principal	\$195 / hour
Director	\$175 / hour
Program Manager	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Industrial/commercial facility inspection	\$125 / unit
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

B. Estimated Not-to-Exceed Fee Proposal

The annual not-to-exceed costs for the Used Oil Recycling and Beverage Container Recycling Grant services are included in Tables 7 and 8, and summarized in Table 9. Work will be conducted on a time and materials basis. Information on the tasks listed are provided under the Scope of Work section of this proposal.

Table 7. Estimated Not-to-Exceed Annual Costs for UO Recycling Services

Task name	Team*	Rate	2020-2021		2021-2022	
			Hours	Costs	Hours	Costs
Task 1 -- Public outreach and education	PA1	\$115	124	\$14,260	56	\$6,440
Task 2 -- Recycling center surveys, support, and promotion	PA1	\$115	17	\$1,955	8	\$920
Task 3 -- Partnership between City's Stormwater, Used Oil Recycling, and Beverage Container Recycling Programs	PA1	\$115	38	\$4,370	18	\$2,070
Task 4 -- Grant Administration	PA1	\$115	17	\$1,955	8	\$920
Administer Program and Implement QA/QC Procedures (assume 5% of sub-program costs)	PM	\$165	9	\$1,485	4	\$660
Total				\$24,025		\$11,010

* PA1: Project Analyst I, PM: Project Manager

Table 8. Estimated Not-to-Exceed Annual Costs for BCR Grant Services

Task name	Team*	Rate	2020-2021		2021-2022	
			Hours	Costs	Hours	Costs
Task 1 -- Public outreach and education	PA1	\$115	122	\$14,030	122	\$14,030
Task 2 -- Recycling center support, and promotion	PA1	\$115	16	\$1,840	16	\$1,840
Task 3 -- Partnership between City's Stormwater, Used Oil Recycling, and Beverage Container Recycling Programs	PA1	\$115	38	\$4,370	38	\$4,370
Task 4 -- Grant Administration	PA1	\$115	16	\$1,840	16	\$1,840
Administer Program and Implement QA/QC Procedures (assume 5% of sub-program costs)	PM	\$165	11	\$1,815	11	\$1,815
Total				\$23,895		\$23,895

* PA1: Project Analyst I, PM: Project Manager

Table 9. Estimated Not-to-Exceed Annual Costs for UO Recycling and BCR Grant Services

Task name	2020-2021	2021-2022
Used Oil Recycling Services Grant Program	\$24,025	\$11,010
Beverage Container Recycling Grant Program	\$23,895	\$23,895
Annual Grand Total	\$47,920	\$34,905

Appendix A. Resumes

The following section includes the resumes and certifications of key personnel.

Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR
Director

14 Years of Experience in Water Quality

Education

M.S., Environmental Science, CSUF
B.S., Zoology, Cal State Poly Pomona

Certifications

CPSWQ, Envirocart (#0845)
QSD/QSP, CASQA (#22731)
CGP Trainer of Record, CASQA

Jillian Brickey has fourteen years of experience in environmental management, specializing in stormwater and watershed management and water conservation. Her relevant experiences include implementing and managing NPDES municipal Permit programs for Low Impact Development, Development Construction, and TMDL/watershed management. Tasks include includes plan review and approval, reporting, training municipal staff in program implementation, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Municipal NPDES Permit Management: Ms. Brickey serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. NPDES Permits managed include all elements of the MS4 and CGP Permits, including erosion/sediment control and Low Impact Development (LID) for construction projects, and TMDL Implementation for water bodies impaired by trash, metals, toxics, and bacteria. Through these management activities, she has:

- Represented cities in MS4 NPDES Permit New Development compliance audits from the Regional Water Quality Control Board. (Seal Beach: 2010, 2015, Stanton: 2010).
- Developed TMDL compliance plans for Metals, Toxics, Bacteria, and Trash. (Lower Los Angeles River, Lower San Gabriel River, Long Beach Nearshore Watersheds: 2013-2016.)
- Served as primary contact with clients and represented their interests when interacting with regulators. (Covina, La Habra, Seal Beach, South Pasadena, Stanton, Pasadena, West Hollywood).
- Developed Stormwater Quality Management Programs (Seal Beach: 2011), LID compliance guideline documents (Gateway cities, 2014), and LID ordinances (2014).
- Held CGP QSD/QSP training as a CGP ToR (Pasadena, 2016) and led over one hundred municipal training sessions in MS4 and CGP Permits. (Over 20 municipal clients: 2008-2016).
- Reviewed on behalf of municipal clients hundreds of LID Plans, WQMPs, and SWPPPs and verified proper installation and maintenance of hundreds of LID BMPs.
- Supervised JLHA plan checking staff.

Watershed Management: Ms. Brickey served as a Project Manager for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River and Lower San Gabriel River Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included evaluating existing control measures and developing new control measures and compliance schedules to achieve water quality standards. She also oversaw the development and implementation of LID ordinances as required by the WMP development process. This included preparing a LID Ordinance Equivalency Demonstration for the City of Long Beach.

She has also led multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff and non-governmental organizations in support of contested issues regarding the watershed management compliance approach. Through representation of municipal clients' stakeholder interests, Ms. Brickey has also participated in the development of watershed management programs and monitoring programs for the Upper Los Angeles River, Upper San Gabriel River, and Peninsula Cities Watershed Groups (2013-present).

John L. Hunter, PE
Principal

Education

B.S. Chemical Engineering, CSULB
B.S. Biological Sciences, UCJ

Certifications and Licenses

CA Professional Chemical Engineer, 4724
CA Registered Environmental Assessor, 0900
CA Hazardous Substance Removal, A3382
CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has over 30 years of experience in municipal environmental programs and currently oversees: (1) elements of over 40 separate NPDES programs encompassing three counties that covers programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, public agency activities, public outreach, and monitoring/reporting; (2) eleven municipal FOG programs encompassing permitting, inspections and enforcement; (3) seven municipal Used Oil Recycling programs; (4) three municipal Beverage Container Recycling programs; and (5) two water conservation programs. As of May 2016 Mr. Hunter serves as the chair for the LA Permit Group, which provides area-wide MS4 Permit updates to all affected parties under the LA Region MS4 Permit.

Related Experience

Watershed Management

Lead consultant for the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Oversaw preparation and oversees continued development of the Watershed Management Programs for these groups. Also participates in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads

Los Angeles River Metals TMDL: Developed the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP.

Los Angeles River Trash TMDL: Administered Trash DGR studies and associated compliance reports for multiple cities since 2004. Negotiated client interests with Regional Board staff. Obtained grant funding for and prepared the Hamilton Bowl BMP Study. The study evaluated different end-of-pipe trash capture systems for the Cities of Signal Hill and Long Beach.

MS4 Permit Minimum Control Measures (MCMs)

Oversees MCM elements of MS4 Permits for 37 cities. MCM programs include business and construction site inspections, LID Plan and SWPPP reviews, BMP implementation for public agency activities, illicit discharge investigations, and public outreach.

Representation and advocacy

Represents client interests in meetings with Regional Board staff/members regarding (E)WMPs, TMDLs, and other Permit mandates. Has chaired the Los Angeles River Watershed Management Committee, Santa Monica Bay Bacterial TMDL J7 Subcommittee, and the LA Permit Group. Currently serves as technical lead for the Lower San Gabriel, Lower Los Angeles, and Peninsula Cities Watershed Management Groups.

RECEIVED

City of South Gate

Item No. 9

CITY COUNCIL

APR 21 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: April 27, 2021

Originating Department: City Attorney

Department Head:


Raul F. Salinas

City Manager:


Chris Jeffers

SUBJECT: ATTORNEY RETAINER AGREEMENT WITH THE LAW OFFICES OF GUTIERREZ, PRECIADO & HOUSE, LLP FOR CIVIL SERVICE COMMISSION SERVICES

PURPOSE: To approve attorney retainer agreement with the Law Offices of Gutierrez, Preciado & House, LLP to provide legal services to the City and its Civil Service Commission.

RECOMMENDED ACTIONS:

- a. Approve Attorney Retainer Agreement with the Law Offices of Gutierrez, Preciado & House, LLP to provide legal services to the City and its Civil Service Commission ("COMMISSION") related to those appeals to be adjudicated by the COMMISSION.; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: Estimated impact is pending, but expected to be less than \$25,000. The exact amount of fees to be billed by the law firm is not known at this time, as it depends on the length of time spent on Civil Service Commission hearings.

ANALYSIS: The COMMISSION is required to have independent counsel assist in labor agreement interpretation matters that come before the COMMISSION for deliberations.

BACKGROUND:

ATTACHMENT: Proposed Retainer Agreement

ATTORNEY RETAINER AGREEMENT

This is the written fee agreement ("Agreement") that California law requires attorneys to have with their clients. Gutierrez, Preciado & House, LLP ("Attorney") will provide legal services to the City of South Gate ("Client") and its Civil Service Commission ("Commission") related to those appeals to be adjudicated by the Commission.

1. CONDITIONS.

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES.

Client hires Attorney to provide Commission legal advice as those matters presented to the Commission and for which Client retains Attorney. More specifically, Attorney will provide those legal services reasonably required to properly complete those appeals before the Commission. Attorney will provide guidance and advice to the Commission with regard to the presentation of evidence at hearings, rule on the admissibility of evidence, and assist with the preparation of any reports containing findings of fact and conclusions of law.

3. CLIENT'S DUTIES.

Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this agreement, to pay Attorney's bills on time and to keep Attorney advised of all information relevant to the matter(s) that are the subject any appeal to be adjudicated by the Commission. Client will assist Attorney in providing necessary information and documents necessary for Attorney to discharge the services listed in item 2 above.

4. LEGAL FEES AND BILLING PRACTICES.

Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matters by Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Partners \$275 /hour
Associates \$225/hour
Paralegal \$100/hour

The rates on this schedule are subject to change on 30 day written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls, correspondence, and any other form of communication relating to any matter for which Attorney is retained. Time is charged in minimum units of one tenth (.1) of an hour.

3. COSTS AND OTHER CHARGES.

a) In General

Attorney may incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees.

b) Out of Town Travel

Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will not be charged the hourly rates for the time legal personnel spend for out of town traveling.

4. BILLING STATEMENTS.

Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

5. DISCHARGE AND WITHDRAWAL.

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorneys continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession, whether or not Client has paid for all services.

6. DISCLAIMER OF GUARANTEE AND ESTIMATES.

Nothing in this agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of any matter for which Attorney is retained by Client. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

7. ENTIRE AGREEMENT.

This Agreement and any document by Client describing the scope of work shall constitute the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

8. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

9. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

10. EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

[Remainder of page left blank intentionally]

**Retainer Agreement between the City of South Gate and Gutierrez Preciado &
House, LLP**
~Signature Page~

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

CITY OF SOUTH GATE:


By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

GUTIERREZ, PRECIADO & HOUSE, LLP

By: _____
Arthur C. Preciado, Partner

Dated: _____

RECEIVED

APR 21 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: April 27, 2021
Originating Department: City Attorney

Department Head: 
Raul F. Salinas

City Manager: 
Chris Jeffers

SUBJECT: ATTORNEY-CLIENT RETAINER AGREEMENT WITH THE LAW OFFICES OF COLLINS + COLLINS, LLP.

PURPOSE: To approve the attorney-client retainer agreement and the acknowledgement and approval of representation, and conflict waiver with the law firm of Collins + Collins, LLP (“Collins Firm”) to provide legal services with regard to the lawsuit titled Gerardo Arguello v. County of Los Angeles, et al (“Arguello Litigation”).

RECOMMENDED ACTIONS:

- a. Approve Attorney-Client Retainer Agreement with the Collins Firm to provide legal services in defending the City with regard to the Arguello Litigation lawsuit.; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to current special legal counsel handling the matter for the City, including any related agreements pertaining to conflict waivers and joint representation matters.

FISCAL IMPACT: None. The County of Los Angeles has agreed to accept the City’s request that it provide for the defense and indemnification of City in the Arguello Litigation.

ANALYSIS: The County of Los Angeles (“County”) and the City are named defendants in the Arguello Litigation involving claims for personal injuries arising from a collision between motorcycle and automobile operators, occurring at an intersection in the unincorporated area of the County, including the southeast side which borders the City. The plaintiff alleges that the County and the City failed to maintain the intersection signals. The County and the City have denied responsibility for the alleged claim. The County and the City have an existing agreement in which the County maintains the intersection signals and then charges the City a percentage of the cost. The agreement also provides the County will indemnify the City for the maintenance work on the intersection signals. The County is presently represented by the Collins Firm. The County has now agreed to defend and indemnify the City at the County’s expense using the same firm. The Collins Firm has submitted a retainer agreement for the City to formally retain their services. Special legal counsel Colin Barr from the Olivarez, Madruga Lemieux & O’Neill is currently representing the City’s interest and will maintain oversight responsibility.

ATTACHMENT: 1. Proposed Retainer Agreement

April 19, 2021

VIA EMAIL

Colin E. Barr, Esq.
OLIVAREZ MADRUGA LEMIEUX
O'NEILL, LLP
500 South Grand Avenue
12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099 – Fax: (213) 744-009
cbarr@omlolaw.com

Re: Arguello v. County of Los Angeles, et al.
Our File Number: 21968

Dear Mr. Barr:

This correspondence sets forth the terms under which we will enter into an attorney-client relationship with regard to the matter set forth below. This letter once executed and returned will act as our Attorney-Client Agreement (“AGREEMENT”), and it is being entered into as required under California law between City of South Gate (“CLIENT”) and Collins + Collins LLP (“C+C”). The terms of engagement of C+C are as follows:

1. **CONDITIONS.** This AGREEMENT will not take effect, and C+C will have no obligation to provide legal services until CLIENT returns the signed original of this AGREEMENT.
2. **SCOPE AND DUTIES.** CLIENT hires C+C to provide legal services, advice, consultation and representation with regard to the lawsuit titled *Arguello v. County of Los Angeles, et al.* (Los Angeles County Superior Court Case No. 19STCV16913)(collectively “REPRESENTATION”).

3. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** The legal services that are not to be provided by C+C under this AGREEMENT specifically include, but are not limited to, the following: (a) representation of CLIENT or advice in relation to any other litigated, arbitrated, or administrative proceeding or matter ("Other Matters"); (b) representation of CLIENT or advice in relation to any insurance, tax or financial matters in relation to this or Other Matters; (c) any advice in relation to statutes of limitations or repose for any Other Matter; (d) any matter that is not specifically and contemporaneously memorialized in writing and agreed to by parties. C+C hereby advises CLIENT to consult its own accountant, broker or tax attorney regarding insurance, tax or financial matters or any Other Matters.

If CLIENT wishes that C+C provide any legal services beyond the limited scope of this AGREEMENT, or specifically excluded above, a separate written agreement between C+C and CLIENT is required.

4. **CLIENT'S DUTIES.** CLIENT agrees to be forthright with C+C to cooperate with C+C, to keep C+C informed of developments, to abide by this AGREEMENT, and to keep C+C advised of CLIENT'S address, telephone number and whereabouts.

5. **LEGAL FEES.** For services rendered pursuant hereto, and pursuant to the County of Los Angeles' acceptance of a duty to defend CLIENT under a reservation of rights, C+C hereby agrees that fees related to the REPRESENTATION shall be paid by the County of Los Angeles subject to a reservation of rights.

6. **COSTS AND EXPENSES.** C+C agrees that all costs and expenses incurred by C+C in defending this lawsuit shall also be paid by County of Los Angeles subject to a reservation of rights. C+C reserves the right to amend the costs charged pursuant to this section on a basis no more frequent than every six months to reflect the normal and customary charges C+C is charging for these items at that time shall be paid by the County of Los Angeles pursuant to the County of Los Angeles' acceptance of a duty to defend CLIENT under a reservation of rights.

7. **DISCHARGE AND WITHDRAWAL.** CLIENT may discharge C+C at any time. C+C may withdraw with CLIENT'S consent or for good cause. Good cause shall be deemed to specifically include, but is not limited to, CLIENT'S breach of this AGREEMENT, CLIENT'S refusal to cooperate with C+C or to follow C+C's advice on a material matter or any other fact or circumstance that would render C+C's continuing representation unlawful, unethical or difficult.

8. **CONCLUSION OF SERVICES.** When C+C's services conclude, all unpaid charges shall become immediately due and payable. After C+C's services conclude, C+C will, in conformity with

the Rules governing C+C in the practice of law, and upon CLIENT'S request, deliver CLIENT'S file to CLIENT, along with any CLIENT property in C+C's possession.

9. **DISCLAIMER OF GUARANTEE.** Nothing in this AGREEMENT and nothing in C+C's statements or communications to CLIENT will be construed as a promise or guarantee about the outcome of CLIENT'S matter or the interpretation of any contract provision. C+C makes no such promises or guarantees.

10. **ARBITRATION/MEDIATION.** In the event of a dispute between C+C and CLIENT concerning the fees charged or the services provided to the CLIENT, the parties hereto agree that any such dispute may be placed into binding arbitration pursuant to state law. The parties agree that an express condition precedent to instituting arbitration or other legal proceeding, shall be attending a mediation before a mutually agreed to mediator and the parties agree to make a reasonable and good faith attempt to resolve any dispute. The mediation shall take place within one month after written request unless such time is extended by mutual agreement of both parties.

11. **ATTORNEYS' FEES.** Except as otherwise provided herein, if a dispute should arise between the parties, the prevailing party shall be reimbursed for all reasonable expenses, including attorneys' fees (including pre and post judgment attorneys' fees), costs, consultants'/experts' fees, time expended by the parties billed at their normal and customary rate, and all other reasonable expenses incurred in resolving such dispute.

12. **EFFECTIVE DATE.** This AGREEMENT will take effect when CLIENT has performed the conditions stated in Paragraph 1, but its effective date may be retroactive to the date C+C first provided services. The date at the beginning of this AGREEMENT is for reference only.

13. **ERRORS AND OMISSIONS INSURANCE.** C+C maintains errors and omissions insurance coverage applicable to the services which it renders.

14. **MUTUAL NEGOTIATION.** The terms and conditions of this agreement have been negotiated between C+C and CLIENT and are hereby expressly agreed to by CLIENT.

15. **VENUE.** This AGREEMENT is deemed entered into at Pasadena, California.

16. **METHOD AND MANNER OF COMMUNICATION.** By executing this AGREEMENT CLIENT acknowledges and authorizes C+C to communicate with client by means including, but not limited to, electronic mail (e-mail), file transfer protocol (FTP), the use of links to documents, or other cloud-based internet services. CLIENT authorizes C+C to transmit and/or receive documents or other communications to and/or from CLIENT or others by such electronic means. C+C will not undertake

any steps to encrypt such documents or communications when the same are delivered by electronic means.

17. **WAIVER OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §6148:** To the extent that the terms of this AGREEMENT may be deemed not to comply with the provisions of §6148 of the *California Business and Professions Code* on legal fees and other charges, CLIENT hereby expressly agrees to waive the requirements of that section. The full text of §6148 can be found attached to this letter.

18. **EXECUTION OF THIS AGREEMENT:** By executing this AGREEMENT, CLIENT agrees that CLIENT has had sufficient time to review this AGREEMENT. Further, CLIENT has sought the advice of independent counsel, or agrees that CLIENT has had the opportunity to seek such advice. CLIENT understands and agrees that this AGREEMENT was entered into at arm's length between parties of equal bargaining strength and CLIENT has freely determined, without any duress, to sign and agree to the terms of this AGREEMENT.

[Remainder of page left blank intentionally]

Agreement between the City of South Gate and Collins + Collins LLP

~Signature Page~

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

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: April ____, 2021

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Colin E. Barr, Esq.

DRAFT

COLLINS + COLLINS LLP:

By: _____
Vanessa A. Evangelista, Esq.

Dated: April ____, 2021

RECEIVED

Item No. 11

APR 21 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: April 27, 2021
Originating Department: Administrative Services

Department Director: Jackie Acosta
Jackie Acosta

Interim City Manager: Chris Jeffers
Chris Jeffers

SUBJECT: AGREEMENT WITH CLIENTFIRST TECHNOLOGY CONSULTING TO ASSIST THE CITY IN PROCURING A REPLACEMENT ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

PURPOSE: To approve an agreement with ClientFirst Technology Consulting to perform Enterprise Resource Planning (ERP) software (i.e., finance, payroll, human resources and utility billing) consulting services.

- RECOMMENDED ACTIONS:** The City Council will:
- a. Consider approving an Agreement with ClientFirst Technology Consulting, LLC, for assistance with the Request for Proposal (RFP) and Competitive Vendor Selection process for a replacement Enterprise Resource Planning System, in an amount not-to-exceed \$82,935; and
 - b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds for this agreement are available in the FY 2020/21 Technology Master Plan budget in account number 522-310-12-6101 (Information Technology Fund – Technology Master Plan – Professional Services). The project was placed on hold as part of the City’s COVID budget adjustments in December 2020. However, the need to proceed with replacement of this critical system and maintain the integrity of the financial, purchasing and human resources records is of concern.

ALIGNMENT WITH COUNCIL GOALS: Item No. 158 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 continues. One of the key initiatives in the TMP is the replacement of the existing ERP system which is now beyond its useful life and soon will be no longer supported by the vendor.

ANALYSIS: Due to the age of the software systems currently used and due to the changing needs of the City, City staff identified the need to begin the process of replacing its ERP software systems (financials/accounting, payroll, human resources and utility billing). As such, City staff deemed it prudent to engage with an independent consulting firm to evaluate and assist in the selection of a suite of ERP and utility billing software applications. As part of the Technology Master Plan, ClientFirst conducted a review of all existing City software applications that required improvements to benefit

departmental daily operations. It is recommended that ClientFirst be selected to perform the consulting services related to the RFP and competitive vendor selection process and that an agreement be signed with ClientFirst to perform these services.

The City currently utilizes Edèn for financial accounting, payroll, accounts payable, accounts receivable, budget, utility billing and human resources. The system is decades old, has serious technological limitations, and will be unsupported in the relatively near future. Understanding that the process for selecting and implementing software conversions of this nature take multiple years, can be highly technical, and require significant resources, staff deemed it prudent to engage with an independent consultant to assist with the process.

As described in the Technology Master Plan, an Enterprise Resource Planning (ERP) System automates and integrates many core, citywide functions into a single solution while automating manual processes and providing a central location of information and reporting. An ERP system allows collaboration and sharing of information between divisions, departments, and citizens to provide a transparent and efficient government operation. The benefits of an ERP system are numerous and include:

- Built-in integrations between Financial, People Management and Utility Billing application suites
- Newer information technology platforms (processing, capacity advantages)
- Real-time notifications/queues
- Task tracking
- Real-time access to information
- Elimination of duplicate data entry
- Improved data integrity
- Centralized location and customer account maintenance
- Reliable information
- Workflow capabilities
- Centralized cash receipt capabilities
- Efficient revenue collection
- Reduced operating costs
- Improved internal communication
- Foundation for future improvement
- Potential reduction in annual maintenance and support fees
- Improved online information for citizens to access

ClientFirst Technology Consulting is solely dedicated to servicing local government agencies, primarily municipalities, throughout California and the US. They have serviced over 500 agencies with over 2,500 projects. Other nearby cities include Simi Valley, West Covina, Mission Viejo, Carlsbad, Rancho Cucamonga, Rialto and many others. Their project scope of work includes full project management, business analysis and documentation including:

- City Project Team Development (May 2021)
- Business Process Reviews with all departments (June 2021)
- New system specification requirements (approximately 23 software modules) (June 2021)
- Formal RFP development and RFP issuance assistance to software vendors with municipal focused ERP solutions (July/August 2021)

- Detailed vendor proposal analysis (September 2021)
- Comprehensive vendor demonstration facilitation and due diligence assistance (Sept./October 2021)
- Final vendor selection facilitation (October 2021)
- Vendor contract and implementation plan reviews and negotiations (October/November 2021)
- Final recommendations to City Council (November/December 2021)
- Implementation start (December 2021/January 2022)

Full implementation of approximately 23 software modules and integrations in three software suites will be implemented in phases and sub-phases. Phase 1: Financials and Accounting modules will require 6-12 months; Phase 2: Payroll and Human Resources will require 6-9 months; and Phase 3: Utility Billing will require 6-9 months. Phases will overlap and overall implementation timeline is expected to be 16-20 months. Per the Technology Master Plan, the full ERP implementation budget is \$1,140,000.

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 replacement of the current end of life ERP system including all financial accounting, payroll, accounts payable, accounts receivable, budget, utility billing and human resources software modules. If approved, ClientFirst will provide complete project management services including business process reviews, new system specifications, RFP development, vendor proposal evaluations, demonstration management, implementation planning reviews and contract negotiations, which will culminate with the purchase of a new ERP system. It is expected that this process will take 9 - 12 months and that implementation of the new ERP system would begin in Spring 2022.

ATTACHMENT: Proposed Agreement

RECEIVED

APR 20 2021

Item No. 12

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:41 PM

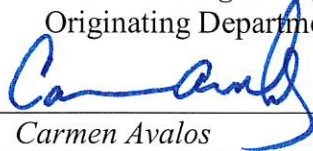
City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **April 27, 2021**

Originating Department: **Office of the City Clerk**

Department Director:


Carmen Avalos

Interim City Manager:


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 March 23, 2021;
- B. Approve the Special Meeting minutes of March 30, 2021;
- C. Approve the Regular Meeting and Special Meeting minutes of April 13, 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, MARCH 23, 2021**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 5:30 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 5:35 p.m. and reconvened at 6:29 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

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

- a. Gabriela Perez Negrete v. City of South Gate, et al.
- b. Rosemarie Mendoza, et al. v. City of Los Angeles, et al.
- c. Christopher J. Tindall v. City of South Gate
- d. George Schrader v. City of South Gate (WCAB)

Item 1(a) is a slip and fall suit on a City sidewalk. The City Council received a report by the City Attorney's Office and on a motion that was made by Councilwoman Avalos and seconded by Council Member Hurtado and on a vote of 5-0, the City Council authorized the defense of this litigation by the City Attorney.

On item 1(b), the City Council received a request by the City Attorney to authorize the defense of this litigation by outside counsel the law firm of Rothans, Carpenter & Dumont and upon completion of that recommendations there was a motion made by Council Member Hurtado and seconded by Councilwoman Avalos and the vote was 5-0 to formalize the retention of that law firm.

Item 1(c) is a tort claim filed by an individual and the City Council received a report by the City Attorney's Office and upon completion of that report there was a motion made by Council Member Hurtado and seconded by Mayor Davila to deny the claim and the vote of 5-0.

SPECIAL CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

**CLOSED SESSION
CONT'D**

On item 1(d), the City Council received a report by the City's outside counsel handling the matter. There was a presentation made and upon completion of that presentation there was a motion made by Councilwoman Avalos and by Council Member Hurtado and on a vote of 5-0, City Council approved a tentative settlement of that case. The amount of that settlement is not being disclosed at this time as the agreement has yet to be finalized and receive court approval. Once that happens the amount will be subject to disclosure pursuant to the Brown Act.

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting at 6:30 p.m. and seconded Council Member Hurtado.

PASSED and APPROVED this 27th day of April 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

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

- CALL TO ORDER** Maria Davila, Mayor called a Regular City Council meeting to order at 6:30 p.m.
- INVOCATION** Pastor Elias Gabriel, First Baptist Church
- PLEDGE OF ALLEGIANCE** Matthew Montero, Police Officer
- 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
- LATE** Gregory Martinez, City Treasurer joined the City Council Meeting at 7:00 p.m.
- 1
PROCLAMATIONS** The City Council issued a Proclamation declaring the month of April as National Fair Housing Month.
- 2
PRESENTATIONS/AWARDS/
CERTIFICATES** The City Council presented Certificates of Appreciation to the SELA Collaborative, Hub Cities Consortium, Southeast Community Development Corporation, East Yard Communities for Environmental Justice, Human Services Association and Council of Mexican Federations in North America.
- 3
PERSONNEL RECRUITMENT
& SELECTION** The City Council allowed staff to introduce the new and promotional full-time employees hired or promoted during January and February 2021.
- 4
LAW ENFORCEMENT** The City Council conducted a Public Hearing and unanimously approved items A, B, C, and D by motion of Council Member Avalos and seconded by Mayor Hurtado:
- a. Authorized utilization of 2019 Homeland Security Grant Program Funds in the amount of \$51,788 for the purchase of communications equipment and accessories, plus installation, for the Police Department;

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

4

LAW ENFORCEMENT
CONT'D

- b. Increased the Fiscal Year 2020/21 revenue projection in Account Number 231-4625 (Law Enforcement Grants - Homeland Security Grant) by \$51,788;
- c. Amended the Fiscal Year 2020/21 Law Enforcement Grants Fund Budget by appropriating \$51,788 to Account Number 231-541-21-6204 (Law Enforcement Grants - Homeland Security Grant - Small Tools & Equipment) for the purchase of unit radios, portable radios, charging stations and accessories; and
- d. Authorized the Mayor to execute the State Homeland Security Program Subrecipient Agreement (Contract No. 2021-23-CC) for Grant Year 2019.

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

Captain Arakawa provided a presentation for this item.

Mayor Davila opened the public hearing. Seeing no one come forward Mayor Davila closed the Public Hearing.

5

LAW ENFORCEMENT

The City Council conducted a Public Hearing and unanimously approved items A, B and C by motion of Mayor Davila and seconded by Vice Mayor Rios:

- a. Authorized utilization of 2020 Edward Byrne Memorial Justice Assistance Grant Funds, in the amount of \$42,237 for the purchase of equipment for sworn personnel;
- b. Decreased the Fiscal Year 2020/21 revenue projection in Account Number 231-4620 (Law Enforcement Grants - Edward Byrne Memorial Grant) by \$2,763, from \$45,000 to \$42,237; and
- c. Amending the Fiscal Year 2020/21 Law Enforcement Grants Fund Budget by appropriating \$40,970 to Account Number 231-554-21-6204 (Law Enforcement Grants - Edward Byrne - Small Tools & Equipment) for the purchase of Body Worn Camera Equipment; and \$1,267 to Account Number 231-554-21-6340 (Law Enforcement Grants - Edward Byrne - Departmental Training) for the mandatory required 3% National Incident Based Reporting System allocation for the Police Department.

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

5
LAW ENFORCEMENT
CONT'D

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

Captain Arakawa provided a presentation for this item.

Mayor Davila opened the public hearing. Seeing no one come forward Mayor Davila closed the Public Hearing.

Mayor Davila asked how many cameras can be purchased with these funds.

Captain Arakawa explained the RFP process and that the goal is to purchase one camera for each officer.

Vice Mayor Rios asked if any officers currently have body worn cameras or if we are using only audio recordings and what is the timeline for this purchase.

Captain Arakawa responded that the officers are using digital audio recorders and that the RFP will be going out soon. The Police Department's goal is to implement the cameras before the end of the calendar year.

6
COMMUNITY DEV/HOUSING

The City Council opened the Public Hearing to take public comment on proposed projects and allocations as recommended by the Citizens Advisory Committee for Community Development Block Grant Funds. Staff's recommendation to the City Council to continue this Agenda Item to the regularly scheduled City Council Meeting of April 27, 2021 was unanimously approved by motion of 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.

Mayor Davila opened the public hearing. Seeing no one come forward Mayor Davila closed the Public Hearing.

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

20

SOLID WASTE MGMT

The City Council unanimously received and filed a presentation from Debbie Morris (HF&H) on Senate Bill 1383, Short-lived Climate Pollutants: Organic Waste Methane Emissions Reduction by motion of Council Member 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.

COMMENTS FROM THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue, hopes the police department will get an updated crime watch page.

Ms. Johnson would like to receive information from the March 11th meeting on the stairless system initiative overview and is this for the train system as well as the bus system.

Ms. Johnson mentioned that the Rancho Los Amigos Wellness Center has a new zoom support group for anyone with brain injury and stroke.

Ms. Johnson stated that the South Gate residents cannot get a hard copy of the Wave newspaper.

Ms. Johnson thanked Ms. Jackie Acosta for her timely response to a concern.

Art Alvarez, Aldrich Road, thanked Chief Davis and City Council for addressing his concerns regarding the numerous accidents with young adults.

David W., is a volunteer with an organization called "California Cities for Local Control." The organization is concerned about housing bills from Sacramento restricting local cities ability to zone areas. He is asking local government to pass a resolution supporting local control. Their email is localcontrolca@gmail.com and the website is localcontrolca.com.

Alice Cueto thanked the South Gate Police Department for the etching activity on Saturday. Ms. Cueto was very happy the City was calling people informing them of the Vaccinations.

Candice thanked the police department for Saturday's event.

Claudia Rivera would like Councilwoman Diaz address her concerns of an audiotape release by a commissioner.

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

COMMENTS FROM THE AUDIENCE CONT'D

Robert Montalvo thanked the police department for Saturday's event. He stated the Mayor should be at the forefront of everything including issues affecting the community.

Mr. Montalvo stated that in regards to the audio he offers his services to the community to clear any misunderstandings.

Ana, Chamber of Commerce invited the community to join them on Wednesday, March 31st at Noon to listen to the State of the City via Zoom. She also reminded the business community to apply for small business grants.

Liz Ruiz, Kauffman Avenue, and stated South Gate's the water quality is safe for consumption. She hopes Councilwoman Diaz holds a certain commissioner accountable for his actions.

Armando Velazquez is inviting the Council and public to join the South Gate Kiwanis Club on Saturday, April 3rd from 1-3 p.m. for an Easter event at the American Legion.

Amanda Tapia urged Council during Budget Subcommittee meetings to provide current updates on the status of the 2021/22 budget.

Ms. Tapia is also urging the Planning Commission provide status on the development of housing ordinances.

Thomas Buckley spoke on the water quality and how it affects the trust and confidence of the city.

Adolfo Varas asked for clarification if commissioners/board members are held accountable as a councilmember. He thanked Mayor Davila for her leadership during these troubling times.

Mr. Varas congratulated Mayor Davila and Councilwoman Avalos for receiving the Recognition of Women Empowering Women.

Mr. Varas will be having a 2nd Annual LGBT Community Event.

City Clerk Avalos read the following two emails.

Kalie Ortiz is from an organization called TreePeople. The organization will be distributing a variety of 500 free fruit trees to residents in the upcoming month.

Christina Montalvo is concerned about the water quality.

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

REPORTS AND COMMENTS FROM CITY OFFICIALS

Steve Costley, Interim Parks and Recreation Director stated that this Friday thru Wednesday will be the second dose of vaccinations at the South Gate Park. He mentioned that AltaMed and Mercy Pharmacy will be having the first dose on April 1st and May 6th. He received a phone call from LA County Public Health Department about having a drive-thru clinic at the South Gate Park.

Director Costley stated a food distribution on Wednesday, April 7th at South Gate Park in parking lot 1 from 9:00 a.m. to 12:00 p.m. There will be another food distribution in May. And on Thursdays at the park is a "grab and go" meals in parking lot 6.

Darren Arakawa, Police Captain gave credit to the staff from the garage for the etching event on Saturday.

Jackie Acosta, Director of Administrative Services had nothing to report.

Arturo Cervantes, Assistant City Manager/Director of Public Works had nothing to report.

Paul Adams, Interim Director of Community Development had nothing to report.

Raul F. Salinas, City Attorney stated that South Gate has for the past seventeen years a very strong tradition to allow the public to comment. In the past it was required for people to fill-out speaking cards.

Mr. Salinas stated that the Brown Act allows public to criticize Members of the City Council, City staff and commissioners relating to city business.

Chris Jeffers, Interim City Manager has been in the public service for 39-years is amazed with Councils efforts during this pandemic. Mr. Jeffers urges the community to keep getting tested.

Mr. Jeffers is encouraging everyone to shop locally.

Carmen Avalos, City Clerk stated we try to be fair in the city and provide an opportunity for people to express their concerns. Ms. Avalos informed the Mayor of another email received and asked if she may read it into the record.

Mayor Davila gave her consent.

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

City Clerk Avalos stated the email is from Angel Acosio asking how someone may apply to carry a concealed weapon license.

Council Member Avalos thanked the community for their comments and concerns.

Council Member Diaz had her board retreat for the Southeast Community Development and she mentioned if any resident has been affected due to the pandemic and loss of job or hours the board has funding to pay for their internet bills, and laptops & tablets were donated.

Council Member Diaz also seats on the Library Commission and discussion was had on the steps to safely reopen the libraries.

Council Member Diaz attended the Vector Control meeting and the board had their reorganization.

Council Member Diaz mentioned the community acknowledged and thanked everyone for the COVID-19 Memorial held last week. She thanked Captain Arakawa, Lieutenant Arana, & Lieutenant Evelyn Garcia for the drone footage of the lanterns in front of city hall.

Council Member Diaz thanked Council, Steve Costley and City Manager for the vaccination centers in the city.

Council Member Hurtado attended the ICA meeting and discussion was on the winter and summer seminars. He is grateful to everyone who participated at the COVID-19 Memorial.

Council Member Hurtado thanked everyone for their hard work for the vaccination centers. He thanked the Police Department for Saturday's event.

Council Member Hurtado has had communication with members of the community about having a city clean-up but because of Covid it is not a good idea exposing people at this time.

Vice Mayor Rios thanked everyone for their hard work during these challenging times.

Mayor Davila thanked everyone for their hard work during these difficult times.

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

CONSENT CALENDAR

Agenda Items 9, 10, 12, 13, 14, 15 and 16 were unanimously approved by motion of Mayor Davila and seconded by Council Member Avalos. Items 7, 8 and 11 were pulled for separate discussion.

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

7

MUNICIPAL CODE ADMIN

The City Council unanimously waived the reading in full and adopted Interim Urgency Ordinance No. 2021-04-CC entitled - Interim Urgency Ordinance of the City Council of the City of South Gate, California, establishing a temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic by motion of 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.

8

MUNICIPAL CODE ADMIN

The City Council unanimously waived the reading in full and adopted Ordinance No. 2021-03-CC entitled - 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 by motion of Council Member 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.

9

**EMERGENCY/DISASTER
PLANNING/PROGRAMS**

The City Council unanimously adopted Resolution No. 2021-12-CC entitled - Resolution of the City Council of the City of South Gate, California, extending the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 pandemic during Consent Calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

10 PERSONNEL RECRUITMENT & SELECTION

The City Council unanimously adopted Resolution No. 2021-13-CC entitled - A Resolution of the City Council of the City of South Gate, California, amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) updating the job specifications of the Lead Electrician and Electrical Foreman positions in the Public Works Department, changing the title of the Electrical Foreman position to Electrical Supervisor and updating the salary pay table to add the Electrical Supervisor position during Consent Calendar.

11 WATER

The City Council unanimously approved items A, B, C, D, and E by motion of Mayor Davila and seconded by Council Member Avalos:

- a. Approved an Agreement (Contract No. 2021-24-CC) with J. A. Salazar Construction and Supply Corporation for the construction of the Long Beach Boulevard Water Service Lateral Replacement Project (Project), City Project No. 638-WTR, in an amount not-to-exceed \$1,275,200;
- b. Appropriated \$100,000 in Water Funds from the unrestricted balance of the Water Fund to Account No. 411-731-71-9578 (Water Fund - Long Beach Blvd. Water Service Lateral Replacement, City Project No. 638-WTR) to fully fund the bid and associated project costs;
- c. Authorized the City Manager to approve up to \$139,800 in construction change orders to be funded with budget contingency funds should it be necessary;
- d. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- e. Approved the Notice of Exemption for the construction of the Project and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

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

Art Cervantes, Director of Public Works recused himself from participating on this item due to a conflict of interest.

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

12
0 WATER

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

- a. Approved the Agreement (Contract No. 2021-25-CC) with SA Associates to provide professional engineering services for the preparation of the City of South Gate 2020 Urban Water Management Plan, City Project No. 669-WTR, in an amount not to exceed \$35,000;
- b. Appropriated \$50,000 in Water Funds from the unrestricted balance of the Water Fund to Account No. 411-731-71-6101 (Water Fund - Professional Services) to fund these services: and
- c. Authorized the Mayor to execute the Professional Services Agreement in a form acceptable to the City Attorney.

13
WASTEWATER MGMT

The City Council unanimously appropriated \$75,000 from the unassigned general balance of the General Fund to Account No. 412-732-52-6101 (Sewer Fund - Professional Services) to fund Contract No. 3549 with National Plant Services, Inc., for Sanitary Sewer Main Closed Circuit Television (CCTV) Inspection Services of ten percent of the sewer system for Fiscal Year 2021/22 during Consent Calendar.

14
SPORTS CENTER MGMT

The City Council unanimously approved items A, B, C and D during Consent Calendar:

- a. Approved Purchase Order with Vortex Doors for the repair of the sliding glass doors at the Patricia G. Mitchell Swim Stadium in the amount of \$72,000;
- b. Appropriated \$72,000 from the restricted fund balance of the Park Enhancement Fund to account number 271-490-61-9100 (Park Enhancement Fund - Facility Improvements) to cover the cost to complete these repairs;
- c. Authorized the City's Purchasing Division to issue a Purchase Order for this project in accordance with the City's purchasing ordinance and policies; and
- d. Authorized the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

15

GENERAL PLAN

The City Council unanimously approved items A and B during Consent Calendar:

- a. Received and filed the Housing Element Annual Progress Report for calendar year 2020; and
- b. Directed staff to submit a copy of this Report to the State Department of Housing and Community Development prior to the deadline of April 1, 2021.

16

MINUTES

The City Council unanimously approved items A and B during Consent Calendar:

- a. The Joint Special Meeting minutes of February 17, 2021; and
- b. The Regular Meeting and Special Meeting minutes of March 9, 2021.

17

COMMUNITY DEV/HOUSING

The City Council unanimously approved items A, B, C, D, E and F by motion of Vice Mayor Rios and seconded by Council Member Avalos:

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

- a. Adopted Resolution No. 2021-14-CC entitled - Resolution of the City Council of the City of South Gate, California, approving Substantial Amendment No. I to the Fiscal Year 2020/21 Annual Action Plan reprogramming \$247,000 of unspent Community Development Block Grant (CDBG) funds to provide additional programs and services in accordance with the U.S. Department of Housing and Urban Development regulations;
- b. Approved Amendment No. 2 to Contract No. 2020-108-CC with the Conservation Corp of Long Beach for the South Gate Youth Employment Training Program, adding an additional \$90,000 of CDBG funds;
- c. Approved Amendment No. 2 to Contract No. 2020-107-CC with the South Gate Chamber of Commerce for the Small Business Job Retention and Creation Program, adding an additional \$157,000 of CDBG funds;

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

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COMMUNITY DEV/HOUSING
CONT'D

- d. Approved a budget transfer of \$90,000 of CDBG funds from Account Number 243-634-49-6671 (HUB Cities) to Account Number 243-634-49-6666 for the Conservation Corp of Long Beach;
- e. Approved a budget transfer of \$157,000 of CDBG funds from Account Number 243-634- 49-6671 (HUB Cities) to Account Number 243-634-49-6668 for the South Gate Chamber of Commerce; and
- f. Authorized the Mayor to execute the Agreements in a form acceptable to the City Attorney.

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COMMUNITY DEV/HOUSING

The City Council approved items B, C, D, E, G, H & I and items A & F were continued by motion of Council Member Avalos and seconded by Council Member Hurtado.

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

- a. Continued the Community Development Block Grant Coronavirus 3 (CDBG-CV3) Subrecipient Agreement with the Tweedy Mile Association for the Small Business Job Retention and Creation Program, in the amount of \$75,000, effective March 23, 2021;
- b. Approved Amendment No. 1 to Contract No. 2020-107-CC, CDBG-CV3 Subrecipient Agreement, with the South Gate Chamber of Commerce for continued Small Business Job Retention and Creation Grant Program, in the amount of \$75,000, effective March 23, 2021;
- c. Approved Amendment No. 1 to Contract No. 2020-108-CC, CDBG-CV3 Subrecipient Agreement, with the Conservation Corp of Long Beach for continued Youth Employment Training Program services, in the amount of \$75,000, retroactively effective February 1, 2021;
- d. Approved CDBG-CV3 Subrecipient Agreement (Contract No. 2021-30-CC) with the California Latino Leadership Institute for the Southeast Youth Workforce Leadership Program, in the amount of \$25,000, effective March 23, 2021;

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

18
COMMUNITY DEV/HOUSING
CONT'D

- e. Approved Amendment No. 3 to Contact No. 2020-45-CC, CDBG-CV3 Subrecipient Agreement, with Compator, Inc. for continued Mental Health and Counseling Services, in the amount of \$120,000, effective March 23, 2021;
- f. Continued Amendment No. 2 to Contract No. 3535, CDBG-CV3 Subrecipient Agreement, with Helpline Youth Counseling, Inc. for continued Homeless Prevention and Counseling Services and the Rental and Utility Payment Assistance Program in the amount of \$120,354, retroactively effective February 1, 2021;
- g. Approved Agreement (Contract No. 2021-31-CC) with Northgate Gonzalez, LLC (Northgate Markets) for the Food Insecurity Assistance Program in which City staff will purchase food and hygiene supplies to be delivered to qualifying residents, in the amount of \$200,354 in CDBG-CV3 funds, and \$174,646 in unspent Fiscal Year 2020/21 from the Food Insecurity Assistance CDBG funds, for a total amount of \$375,000, effective March 23, 2021;
- h. Approved the waiver of any ethical conflict of interest in favor of AlvaradoSmith with respect to Northgate Markets given that AlvaradoSmith does not represent Northgate Markets in any matter within the jurisdiction of the City, although it does represent the company in other matters outside the City; this will permit the City Attorney to execute the Agreement "as to form"; and
- i. Authorized the Mayor to execute the Agreements in a form acceptable to the City Attorney.

19
ELECTION ADMIN

The City Council unanimously continued items A and B to the City Council Meeting of April 27th by motion of Mayor Davila and seconded by Vice Mayor Rios:

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

- A. Received and filed a summary report pertaining to Senate Bill 970; and

REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 23, 2021

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ELECTION ADMIN CONT'D

- B. Provided staff with direction on how to move forward with planning for the 2022 City of South Gate Municipal Election with one of the two (2) options:
1. The **First Option** is to move forward with implementing SB 970, thereby having automatically staggered primary election dates that will align our General Municipal Elections with the State Primaries of March 2020, June 2022, March 2024, June 2026, March 2028, June 2030 respectively; **OR**
 2. The **Second Option** is to move our current election cycle from the State Primary to the State General Election date of November of even number years.

21

WARRANTS

The City Council unanimously continued item A to the City Council Meeting of April 13th and item B was approved 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. 91757 - Family Violence Prevention Program and Wire No. 1512021/1592021 - Cal-Card from March 9, 2021
- b. Approving the Warrant Register for March 23, 2021

Total of Checks:	\$3,195,473.75
Voids:	\$ (525.16)
Total of Payroll Deductions	<u>\$ (357,097.13)</u>
Grand Total:	\$2,837,851.46

Cancellations: 91715

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, MARCH 30, 2021**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 5:33 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 6:36 p.m. and reconvened at 8:35 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 and 54957.6
 - a. Interim City Manager

On item 1(a), the City received a brief report regarding the performance of the City Manager. Upon conclusion of the presentation, there was no reportable action taken.

2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Chris Jeffers, Interim City Manager

Unrepresented Employees: Top Management/Department Directors
Hourly Employees

Employee Organizations: SGMEA, SGPMMA, SGDMA, SGPMA, SGPOA

On item 2, the City Council received a presentation by its negotiating team and outside counsel. Upon conclusion of the presentation, there was no reportable action taken.

SPECIAL CITY COUNCIL MEETING MINUTES OF MARCH 30, 2021

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting at 8:37 p.m. and seconded Council Member Hurtado.

PASSED and **APPROVED** this 27th day of April 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, APRIL 13, 2021**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 5:31 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 5:35 p.m. and reconvened at 6:26 p.m. with four Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

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

- a. City of Signal Hill v. Central Basin Municipal Water District
- b. Lloyd Mosley v. City of South Gate
- c. Marco Alatorre v. City of South Gate, et al.

For Item 1a the City Council considered a settlement agreement that would resolve the matter on behalf of the City of South Gate. The City Council received a report from the City Attorney and staff. On a motion made by Vice Mayor Rios and seconded by Council Member Hurtado the City Council voted to approve the settlement agreement for this case. The vote was 5 to 0.

Item 1b is a lawsuit against the City involving the City's curbs. The City Council received a presentation by the City Attorney. Upon conclusion of the presentation on a motion made by Council Member Avalos and seconded by Council Member Hurtado the City Council voted to have the City Attorney represent the City on this matter. The vote was 5 to 0.

SPECIAL CITY COUNCIL MEETING MINUTES OF APRIL 13, 2021

**CLOSED SESSION
CONT'D**

Item 1c is a claim in the form of a petition for relief because the claim was not filed in a timely basis in court. The City Council received a presentation by staff and the City Attorney with respect to the facts of the case and the nature of the claim against the City. Upon completion of the presentation and on a motion by Vice Mayor Rios and seconded by Council Member Diaz the City Council voted to deny a request for the petition and authorized the City Attorney to take all steps to represent the City in this matter. The vote was 5 to 0.

City Attorney Salinas stated that he did receive a late document from Board Member Leticia Vasquez of the Central Basin Municipal Water District and this document was considered and became part of the record.

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting at 6:26 p.m. and seconded Council Member Hurtado.

PASSED and APPROVED this 27th day of April 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC
ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY;
SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF
SOUTH GATE COUNCIL MEETING
MINUTES
TUESDAY, APRIL 13, 2021**

- CALL TO ORDER** Maria Davila, Mayor called a Regular City Council meeting to order at 6:31 p.m.
- INVOCATION** Father Eduardo Bresciani, Saint Margaret's Church
- PLEDGE OF ALLEGIANCE** Evelyn Garcia, Lieutenant South Gate Police Department
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor/Chairperson Maria Davila, Vice Mayor/Vice Chairperson Al Rios, Council Member/Chair Person Maria del Pilar Avalos, Council Member/Chair Person Denise Diaz and Council Member/Chair Person Gil Hurtado; City Treasurer Gregory Martinez; Interim City Manager Chris Jeffers, City Attorney/Special Legal Counsel Raul F. Salinas
- 1**
PROCLAMATIONS The City Council issued a Proclamation declaring the month of April 2021 as Autism Awareness Month.
- 2**
PROCLAMATIONS The City Council issued a Proclamation declaring the week of April 11 - 17, 2021, as National Public Safety Telecommunicator's Week.
- 3**
PROCLAMATIONS The City Council issued a Proclamation declaring April 22, 2021, as the 16th Annual Earth Day "Virtual" Celebration in the City of South Gate, and the 51st Anniversary of the first Earth Day held on April 22, 1970.
- 4**
WARRANTS The City Council approved A and B by motion of Council Auditor Avalos and seconded by Mayor Davila.
- a. Approved Wire Transfer No. 1512021, and No. 1592021 from City Council Meeting of March 09, 2021. Grand Total \$41,451.36

CITY OF SOUTH GATE REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY; SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE COUNCIL
MEETING MINUTES OF APRIL 13, 2021

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WARRANTS CONT'D

b. Approved the Warrant Register for April 13, 2021

Total of Checks:	\$2,746,642.27
Voids:	(\$ 48,969.10)
Total of Payroll Deductions	<u>(\$ 669,538.21)</u>
Grand Total:	\$2,028,134.96

Cancellations: 84909, 85331, 89104, 89708, 89856, 90202, 90619, 90796, 90890, and 91943

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

COMMENTS FROM
THE AUDIENCE

Robert Montalvo, inquired if for future discussion on the Parks Master Plan that a digital scoreboard be included. Additionally, to look at paint options to help with the maintenance of graffiti in the City. Mr. Montalvo stated that the Park is hosting "South Gate Got Talent" and it has been extended to April 30th.

Alice Cueto, South Gate resident, thanked the Police Department and Dispatchers for their work. She felt that when Council Member Avalos welcomed the new police officer her main concern was whether or not he spoke Spanish without appreciating that his work might make the City a little safer. She felt that Council Member Avalos was disrespectful to one of the City Commissioners at a previous City Council meetings and that Council Member Avalos should be more professional.

Daisy Vargas, Family Health Care of Greater Los Angeles thanked Steve Costley, Adolfo Varas and Andres Gonzalez for helping with the COVID vaccines.

Art Alvarez, Aldrich Road, thanked South Gate Police Department for increasing the patrols near Legacy High School. Even with the increased patrols there are still several accidents in the area.

Sara Rosas, would like to see the City start a community service program for removing the graffiti. She thanked Council Member Diaz for your support of the youth.

CITY OF SOUTH GATE REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY; SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE COUNCIL MEETING MINUTES OF APRIL 13, 2021

**COMMENTS FROM
THE AUDIENCE CONT'D**

Adolfo Varas thanked the Family Health Care Centers of Greater Los Angeles for their work in the community. He also thanked Steve Costley and the City Council with their help. He also informed the Council that he will be receiving recognition from the President for his work in the community.

Virginia Johnson, 5751 McKinley Avenue mentioned that at the last meeting she had signed up to speak on Item 17 and the item was never opened for public comment. This has happened a few times during past meetings and would like to see a little more reflection from Council and Staff when public comment has been omitted.

Father Eduardo Bresciani, Saint Margaret's Church, stated the he has had to pause his Mass seven times last week because of racing on Tweedy Boulevard. He fears for the lives of the community.

Candice thanked the South Gate Police Department and Chief Davis for their response of an incident that happened on Saturday night involving over 100 people.

Anna, South Gate Chamber of Commerce stated on April 15th in collaboration with other community organizations will be bringing another vaccine event. Registration and information can be found on both the City's website and the Chamber's website.

**REPORTS AND COMMENTS
FROM CITY OFFICIALS**

Chief Davis responded to the Public Comment and stated that the Traffic Division will look into the reports of speeding.

Steve Costley, Interim Parks and Recreation Director, reported that over the last few weeks the vaccine clinics have been running continuously, a food drive on April 7th, pet vaccination clinic and a hazardous waste roundup. The Parks have just started opening up programing again.

Paul Adams, Interim Community Development Director, reported on the new food distribution program that is kicking off this week.

Chris Jeffers, Interim City Manager reported that on there is information on the City's website about FEMA helping families in need with funeral expenses for loved ones. Also according to the

CITY OF SOUTH GATE REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY; SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE COUNCIL
MEETING MINUTES OF APRIL 13, 2021

REPORTS AND COMMENTS
FROM CITY OFFICIALS CONT'D

LA County's webpage about 33% of South Gate residents have been vaccinated. This number is up from 25% three weeks ago.

South Gate is still behind many other communities but starting this week everyone 16 years and older are now eligible to receive the vaccine. If residents have not received the vaccine Mr. Jeffers encouraged everyone to keep getting tested until the City reaches the 80-85% vaccinated number.

Council Member Diaz thanked the residents that call in with their concerns and keeping the City on track.

Council Member Diaz recapped the events of the last few years and what it was like to be an elected official during this time. She thanked the Council, staff and residents for working together to get South Gate through these hard times.

Council Member Avalos thanked the residents and responded to the comments of the public. She encourages the community and Council to continue to move the City forward.

Council Member Hurtado stated that some of the trees on Tweedy Boulevard were damaged by the tree trimmers and are scheduled to be fixed soon. He encourages everyone to get a vaccine and as we begin to open be sure to support our local businesses. Sports programs are also starting to come back and requested people to keep supporting youth organizations.

Council Member Hurtado spoke about Jose Gomez, long-time resident and 30+ years as a Board Member of the South Gate Junior Athletic Association, and wants to adjourn the meeting in his memory.

Vice Mayor Rios thanked the residents that joined tonight's meeting, Council Member Diaz and staff for their work. He thanked all the staff at the County level that have helped the various cities move forward through this pandemic.

Vice Mayor Rios reported that at the Metro Gateway Cities Service Council will have a change in leadership.

CITY OF SOUTH GATE REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY; SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE COUNCIL MEETING MINUTES OF APRIL 13, 2021

REPORTS AND COMMENTS

FROM CITY OFFICIALS CONT'D

Greg Martinez, City Treasurer thanked Council Member Denise Diaz for her work helping to feed the homeless. There will be more upcoming events to feed the homeless and he invited all the elected officials to come out to help.

Council Member Diaz commended the City Treasurer for his work with the homeless and the dedication he has for the cause.

Mr. Martinez apologized for not being able to attend the Tweedy Mile Advisory Board Meeting but looks forward to being able to work with both the Advisory Board and Tweedy Mile Association.

Carmen Avalos, City Clerk thanked the community for their patients with the City Clerk's Office as we have had an overwhelming response to getting passports appointments. Currently, the City Clerk's Office is only taking appointments to minimize exposure of COVID 19 for our staff and residents. Ms. Avalos wishes all our students coming back to class a successful return. She thanked all teachers and educators for their work and support.

RECESS

The City Council recessed at 8:15 p.m., and reconvened at 8:20 p.m., with 5 Members of Council present

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COUNCIL RE-ORGANIZATION

The City Council re-organized and approved the following appointments:

- a. Mayor and Vice Mayor for a one-year term; the selection was ratified by a majority vote of the City Council; the Oaths of Office were administered;

Council Member Hurtado motioned to nominate Vice Mayor Al Rios for Mayor and seconded Mayor Davila.

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

Council Member Hurtado motioned to nominate Council Member Avalos for Vice Mayor and seconded by Council Member Davila.

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CITY OF SOUTH GATE REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY; SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE COUNCIL MEETING MINUTES OF APRIL 13, 2021

COUNCIL

RE-ORGANIZATION CONT'D

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

- b. Chairperson and Vice Chairperson, for a one-year term, to serve on the South Gate Public Access Corporation; the Oaths of Office were administered;
- c. Chairperson and Vice Chairperson, for a one-year term, to serve on the South Gate Housing Authority; the Oaths of Office were administered;
- d. Chairperson and Vice Chairperson, for a one-year term, to serve on the Public Finance Authority; the Oaths of Office were administered;
- e. Chairperson and Vice Chairperson, for a one-year term, to serve on the South Gate Utility Authority; the Oaths of Office were administered; and
- f. Chairperson and Vice Chairperson, for a one-year term, to serve on the Successor Agency to the Community Development Commission of the City of South Gate; the Oaths of Office were administered.

Council Member Davila motioned to nominate Mayor Rios for Chairperson of the South Gate Public Access Corporation; Chairperson of the South Gate Housing Authority; Chairperson of the South Gate Public Finance Authority; Chairperson of the South Gate Utility Authority; Chairperson for the Successor Agency to the Community Development Commission and seconded by Council Member Hurtado.

Council Member Davila motioned to nominate Vice Mayor Avalos for Vice Chairperson of the South Gate Public Access Corporation; Vice Chairperson of the South Gate Housing Authority; Vice Chairperson of the South Gate Public Finance Authority; Vice Chairperson of the South Gate Utility Authority; and Vice Chairperson for the Successor Agency to the Community Development Commission and seconded by Council Member Hurtado.

CITY OF SOUTH GATE REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY; SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE COUNCIL
MEETING MINUTES OF APRIL 13, 2021

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COUNCIL
RE-ORGANIZATION CONT'D

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

6
CITY COUNCIL
APPOINTMENTS

The City Council approved the following appointments:

- a. City Council representation to outside boards and agencies; the appointments were ratified by a majority vote of the City Council:
 1. The City Council Auditor must be appointed by the Mayor;
 2. The Mayor must serve as the Director to the County Sanitation Districts; may select an Alternate Director;
 3. The Mayor must serve as the Representative to the Los Angeles County City Selection Committee and the Vice Mayor must serve as the Alternate Representative; and
- b. City Council Subcommittees:
 1. Delta Subcommittee; and approving Mission Statement;
 2. Waste Management Subcommittee; and approving Mission Statement;
 3. Budget Subcommittee; and approving Mission Statement; and
 4. Public Access Corporation Subcommittee; and approving Mission Statement.

Mayor Rios motioned to appoint Vice Mayor Avalos as City Council Auditor and seconded by Council Member Davila.

CITY OF SOUTH GATE REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY; SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE COUNCIL MEETING MINUTES OF APRIL 13, 2021

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CITY COUNCIL
APPOINTMENTS CONT'D

Council Member Davila motioned to appoint Vice Mayor Avalos as representative to the Los Angeles County City Selection Committee and seconded by Council Member Hurtado.

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

Mayor Rios motioned to appoint Vice Mayor Avalos as representative to the Imperial Highway Complete Street Study Committee and seconded by Council Member Hurtado.

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

City Council Subcommittees:

Delta Subcommittee – Council Member Davila motioned to appoint Council Member Diaz and Mayor Rios seconded by Council Member Hurtado.

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

Mayor Rios and Council Member Diaz both abstained from voting for their own appointments.

Waste Management Subcommittee - Mayor Rios motioned to appoint Council Member Davila and Council Member Diaz seconded by Council Member Hurtado.

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

Council Member Davila and Council Member Diaz both abstained from voting for their own appointments.

Budget Subcommittee - Council Member Davila motioned to appoint Mayor Rios and Vice Mayor Avalos seconded by Council Member Diaz.

CITY OF SOUTH GATE REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY; SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE COUNCIL MEETING MINUTES OF APRIL 13, 2021

6
CITY COUNCIL
APPOINTMENTS CONT'D

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

Mayor Rios and Vice Mayor Avalos both abstained from voting for their own appointments.

Public Access Corporation Subcommittee - Mayor Rios motioned to appoint Council Member Diaz and Council Member Hurtado seconded by Council Member Davila.

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

Council Member Diaz and Council Member Hurtado both abstained from voting for their own appointments.

Council Member Davila motioned to approve the current appointments with no change to the representatives for Greater Los Angeles County Vector Control District; HUB Cities Consortium; Independent Cities Association; Independent Cities Risk Management Authority; League of California Cities; Eco-Rapid Transit Authority; California Contract Cities Association; School Safety Collaborative; Atlantic Ave/Blvd. Corridor Cities Committee and Southeast Community Development Corporation and seconded by Council Member Hurtado. An amendment to the motion was made by Council Member Davila and seconded by Council Member Hurtado to accept the following changes:

Independent Cities Finance Authority
Representative: Council Member Hurtado
Alternate: Vice Mayor Avalos

Southeast Water Coalition Joint Powers Authority
Representative: Vice Mayor Avalos
Alternate: Council Member Davila

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

CITY OF SOUTH GATE REGULAR AND JOINT CITY COUNCIL; SOUTH GATE PUBLIC ACCESS CORPORATION; SOUTH GATE HOUSING AUTHORITY; SOUTH GATE UTILITY AUTHORITY; SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE COUNCIL MEETING MINUTES OF APRIL 13, 2021

**CITY COUNCIL
APPOINTMENTS CONT'D**

All Council Members abstained from voting on their own appointments.

Southern California Association of Governments was removed from the list of outside agencies as the City of South Gate lost the election of a representative to the City of Downey caused by Council Member Hurtado supporting Downey over the South Gate representative.

ADJOURNMENT

Mayor Rios unanimously adjourned the meeting in memory of Jose (JoJo) Gomez, long-time resident and 30+ years as a Board Member of the South Gate Junior Athletic Association at 10:38 p.m. by motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

PASSED and **APPROVED** this 27th day of April 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

RECEIVED

APR 20 2021

Item No. 13

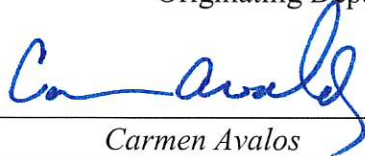
City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
3:41 PM

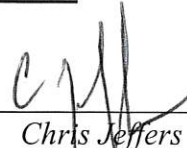
AGENDA BILL

For the Regular Meeting of: April 27, 2021
Originating Department: Office of the City Clerk

City Clerk:


Carmen Avalos

Interim City Manager:


Chris Jeffers

SUBJECT: Senate Bill 970- California Primary Election Date

PURPOSE: This item was continued from the regularly scheduled City Council Meeting of March 23, 2021. The purpose of this item is to receive and file a summary report of SB 970 and provide direction to staff on how to proceed with the implementation for 2022 election dates.

RECOMMENDED ACTION:

- A. Receiving and filing a summary report pertaining to Senate Bill 970; and
- B. Consider providing staff with direction on how to move forward with planning for the 2022 City of South Gate Municipal Election with one of the two (2) options:
 1. The First Option is to move forward with implementing SB 970, thereby having automatically staggered primary election dates that will align our General Municipal Elections with the State Primaries of March 2020, June 2022, March 2024, June 2026, March 2028, June 2030 respectively; OR
 2. The Second Option is to move our current election cycle from the State Primary to the State General Election date of November of even number years.

FISCAL IMPACT: Currently our elections cost range is \$190,000-\$215,000. The cost are dependent on Los Angeles County estimated cost that are based on registered voters and how many other cities and district consolidate in either the primary or general statewide cycles. There may be a slight decrease or increase based on varying factors.

ALIGNMENT WITH COUNCIL GOALS: The proposed actions meet the City Council's goal to improve communication, civic engagement and create opportunities to increase voter turnout in city elections.

ANALYSIS: The primary purpose is to inform the City Council of the changes that are taking place and mandating that our City align election dates with the newly adopted laws impacting when local municipalities hold City elections. Taking a look at the impact it will have on future elections for the voters of South Gate and the possible extension of terms for some or all currently holding office.

BACKGROUND: In 2018, Senate Bill 415, the "Voter Participation" bill became effective. It changed the dates of the state primaries from June to March and our City election cycle from March of odd-number years to March of even-number years to align with the California State Primaries. In 2020, the state adopted Senate Bill (SB) 970 that will now move the statewide primary back to June of even numbered years during a non-presidential election year beginning in 2022. However, it will keep the March primary during presidential election years.

This change impacts local governments with March elections such as the City of South Gate. This means that every two years elections will either be held in either March or June of even-numbered years in a staggered fashion. While this action causes issues with the term ending date of two (2) City Council members, the City Treasurer, and the City Clerk offices scheduled to end in March 2022, there is possible legislative remedy that the League of Cities has proposed via a resolution to amend the Elections Code as follows:

"Section 10203.5 of Part 3 of Division 10 of the Elections Code is amended to add: (f) notwithstanding subdivision (b) of this section, any term of office set to expire in 2022 shall be extended to expire following the certification of election results and administration of oath of office to be newly elected office holder."

The proposed language addresses restrictions for extending the terms of office, but it does not change the fact that future election will need to be changed to adhere to the new election dates adopted by SB 970.

As a result of SB 970, the City Council will need to consider continuing with the new potentially confusing March or June staggered schedule or moving the election to November of even-numbered years beginning in 2022. After conferring with Los Angeles County Registrar Recorders Office/County Clerk Elections Division and with the Secretary of State Office, it was determined that the change to November would not be a conflict with California Elections Code 10403.5 (b), because the change in the election date is not as a result of the change created by SB 415 (effective in 2018), but as a result of the change in the new election dates created by SB 970 (effective 2021).

Any option would extend some or all of the term of office for some elected offices. Option 1, would extend the term of office by either 3 months having the election in June instead of March in 2022 for offices scheduled to end in 2022. Option 2, would extend all terms of office for all current elected offices by 8 months as elections would move from March to November beginning in 2022, and would remain consistent in the election dates as permitted by law.

Staff is seeking direction from the City Council on next steps in implementing SB 970 with staggered March or June primary dates or move the South Gate General Municipal Election to November of even number years beginning in 2022. Once guidance has been given an Ordinance will need to be prepared to address either option 1 or 2, and will be brought back for City Council action.

ATTACHMENTS: Senate Bill 970



SB-970 Primary election date. (2019-2020)

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Date Published: 09/21/2020 09:00 PM

Senate Bill No. 970

CHAPTER 111

An act to amend Sections 316, 340, 1000, 1001, 1201, and 1202 of the Elections Code, relating to elections.

[Approved by Governor September 18, 2020. Filed with Secretary of State September 18, 2020.]

LEGISLATIVE COUNSEL'S DIGEST

SB 970, Umberg. Primary election date.

Existing law requires that the statewide direct primary be held on the first Tuesday after the first Monday in March in each even-numbered year. Existing law requires that the presidential primary be held on that same date in any year that is evenly divisible by 4.

This bill would change the date of the statewide direct primary to the first Tuesday after the first Monday in June in even-numbered years in which there is no presidential primary.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) California voters approved the Voters FIRST Act in 2008 and the Voters FIRST Act for Congress in 2010, which together established the Citizens Redistricting Commission and made the commission responsible for adjusting the boundary lines of the congressional, State Senatorial, Assembly, and Board of Equalization districts based on the federal decennial census and in conformity with standards set forth in both the federal and state constitutions.

(b) The commission is required to conduct an open and transparent process enabling full public consideration of and comment on the drawing of district lines. That process includes holding public hearings both before and after releasing draft and final plans and providing adequate public comment periods after any plans are released.

(c) The commission cannot draw new district lines until it receives census data from the United States Census Bureau. Due to the COVID-19 pandemic, the United States Census Bureau has announced that release of census data to California will be delayed up to four months to July 31, 2021. As a result, the commission will not have sufficient time to undertake the redistricting process as required by the Voters FIRST Act and the Voters FIRST Act for Congress and to approve new district boundaries that will be in place in time for a statewide direct primary election held in March 2022. Therefore, the Legislature finds that the 2022 statewide direct primary election must be moved back to June 7, 2022.

SEC. 2. Section 316 of the Elections Code is amended to read:

316. "Direct primary" is the primary election held on the first Tuesday after the first Monday in June in each even-numbered year that is not evenly divisible by four and on the first Tuesday after the first Monday in March in each even-numbered year that is evenly divisible by four.

SEC. 3. Section 340 of the Elections Code is amended to read:

340. "Presidential primary" is the primary election that is held on the first Tuesday after the first Monday in March of any year that is evenly divisible by four.

SEC. 4. Section 1000 of the Elections Code is amended to read:

1000. The established election dates are as follows:

- (a) The first Tuesday after the first Monday in March of each even-numbered year that is evenly divisible by four.
- (b) The first Tuesday after the first Monday in March of each odd-numbered year.
- (c) The second Tuesday of April in each even-numbered year.
- (d) The first Tuesday after the first Monday in June in each even-numbered year that is not evenly divisible by four.
- (e) The first Tuesday after the first Monday in November of each year.

SEC. 5. Section 1001 of the Elections Code is amended to read:

1001. The following are statewide elections and their dates are statewide election dates:

- (a) An election held in November of an even-numbered year.
- (b) An election held in June of an even-numbered year that is not evenly divisible by four and in March of each even-numbered year that is evenly divisible by four.

SEC. 6. Section 1201 of the Elections Code is amended to read:

1201. The statewide direct primary shall be held on the first Tuesday after the first Monday in June of each even-numbered year that is not evenly divisible by four and on the first Tuesday after the first Monday in March in each even-numbered year that is evenly divisible by four.

SEC. 7. Section 1202 of the Elections Code is amended to read:

1202. The presidential primary shall be consolidated with the statewide direct primary in any year that is evenly divisible by four, and the consolidated primary shall be held on the first Tuesday after the first Monday in March.

RECEIVED

City of South Gate

Item No. 14

CITY COUNCIL

APR 21 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: April 27, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: PROCESS FOR SECURING AN EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT

PURPOSE: The City's Exclusive Solid Waste Franchise Agreement with USA Waste Management of California Inc., dba Waste Management (Contract No. 2222) expires on December 31, 2022. The Waste Management Subcommittee and Staff are recommending the City Council to procure a new solid waste franchise agreement through a competitive bid process. In the alternative to that recommendation, the City Council could decide to procure a new waste franchise agreement through negotiations with USA Waste Management of California Inc., dba Waste Management.

RECOMMENDED ACTION: The City Council will consider:

- a. Directing staff to issue a Request for Proposal to procure a new exclusive solid waste franchise agreement through a competitive bid process;
- b. Authorizing the City Manager to approve an agreement with HF&H Consultants (HF&H), in the amount of \$150,000, to assist with the development of a Request for Proposal for an Exclusive Solid Waste Franchise Agreement and with the management of the procurement process; and
- c. Appropriating \$150,000 from the unrestricted fund balance of the City's Refuse Collection Fund to Account No. 413-733-51-6101 (Refuse Collection Fund – Professional Services) to fund the cost of the HF&H agreement. These funds would be reimbursed upon acceptance of the successor franchise agreement by the City Council by the successful waste hauler.

OR

- d. Directing staff to negotiate a new exclusive solid waste franchise agreement with USA Waste of California Inc., dba Waste Management;
- e. Authorizing the City Manager to approve an agreement with HF&H in the amount of \$89,000, to assist staff with the negotiation of a new exclusive solid waste franchise agreement with USA Waste of California Inc, dba Waste Management; and
- f. Appropriating \$89,000 from the unrestricted fund balance of the City's Refuse Collection Fund to Account No. 413-733-51-6101 (Refuse Collection Fund – Professional Services) to fund the cost of the HF&H agreement. These funds would be reimbursed upon acceptance of the successor franchise agreement by the City Council by the successful waste hauler.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The procurement of a new franchise agreement, in either approach selected, will likely result in impacting the current service rate structure. The impact will be based on the scope of the services procured which have not been determined. The amount of the proposed appropriation is \$150,000 or \$89,000 in Refuse Collection Funds, depending on the approach selected. It is noted that the City would require in either approach selected that the selected waste hauler would be required to reimburse the City for consultant services rendered by HF&F on the City's behalf. It is necessary to fund HF&H's service fees in advance of any reimbursement being

sought.

ANALYSIS: The City has an exclusive solid waste franchise agreement (Franchise Agreement) with USA Waste of California Inc., dba Waste Management (Waste Management) for Commercial/Industrial and Residential Refuse Collection and Recycling Services. It was originally approved in 2005, renewed in 2011 and amended in 2012 and 2017. Since the approval of the Franchise Agreement, the State legislature has passed several laws that significantly affected the processing of solid waste, organic waste and construction and demolition debris. The laws have led to increased costs associated with the handling and processing of solid waste, which have been reflected in additional cost increases in the Franchise Agreement. Additional legislation, known as Senate Bill (SB) 1383, is going into effect January 1, 2022, and will also significantly impact the structure of any new Franchise Agreement regardless of whether Waste Management provides or another qualified hauler(s) provides the service.

The Franchise Agreement is set to expire on December 31, 2022. Staff is seeking direction from the City Council on whether to negotiate a new exclusive solid waste franchise agreement with Waste Management or to issue a Request for Proposals (RFP) to procure a new exclusive solid waste franchise agreement through a competitive bid process.

The City Council formed a Solid Waste Subcommittee (Subcommittee) which Council Member Maria Davila and Council Member Denise Diaz are a part of. The Subcommittee met on March 8, 2021 and April 19, 2021, to discuss the two alternatives for procuring a new exclusive solid waste franchise agreement. The recommendation of the Subcommittee to the City Council is to procure a new exclusive solid waste franchise agreement through a competitive bid process, to explore opportunities to enhance services to customers at the most competitive service rates, in a manner that meets requirements of new legislation. There are advantages to proceeding with either option, as tabulated below.

COMPARISON OF RENEGOTIATION VERSUS COMPETITIVE PROPOSAL PROCESS	
ADVANTAGES OF RENEGOTIATION OF CURRENT FRANCHISE AGREEMENT	ADVANTAGES OF REQUEST FOR PROPOSAL (RFP) PROCESS
<ul style="list-style-type: none">• Ensures continued service from a “known entity”	<ul style="list-style-type: none">• Public appearance of fairness in awarding large contracts
<ul style="list-style-type: none">• Existing contractor understands jurisdiction’s unique requirements	<ul style="list-style-type: none">• Allows all interested companies to propose on the jurisdiction’s contract
<ul style="list-style-type: none">• Avoids potentially contentious RFP process	<ul style="list-style-type: none">• Other companies may offer unique services and alternative approaches to programs
<ul style="list-style-type: none">• Avoids potential transition issues that may be associated with a change of service provider	<ul style="list-style-type: none">• Rates are determined in the competitive marketplace
<ul style="list-style-type: none">• Fewer adjustments for customers	<ul style="list-style-type: none">• Maximizes the likelihood of obtaining a contract with favorable terms at lowest reasonable rates

The Subcommittee wants to emphasize the decision to seek competitive proposals should not be viewed as a lack of confidence in Waste Management, but more the recognition that the next Franchise Agreement will require significant alterations in the waste hauling service in order for the City to be compliant with State mandated changes. These mandated changes along with a desire to ensure the services provided meets the best industry practices for municipal government agreements in this critical service will help demonstrate to the public that rates are competitive and a fair process was used.

While the expiration of the current Franchise Agreement is nearly 19 months, the time needed for a competitive process to be undertaken and, if needed, for a new waste hauler to staff up and acquire the necessary equipment to service accounts, usually requires about 22 to 24 months. This compressed time

period will require significant efforts to stay on schedule. The expertise associated with developing a comprehensive Request For Proposals (RFP); assist in evaluation of complex proposals; assist in evaluating the strength of the vendor themselves to deliver the service and help provide guidance to both staff and City Council with such a technically complex service requires the City to rely on a consultant service. HF&H is well known for the knowledge of the Waste Hauling Service and assisting county, special districts and cities in this area. In fact, HF&H only represent public sector clients in order to avoid any appearance of conflict in their delivery of service to public agencies.

In many such processes, the cost of their service on behalf to public sector client is a requirement to be reimbursed by the successful waste hauler. It would be the intent, that such a stipulation will be incorporated into any direction given by the City Council related to recommendation items C or D.

BACKGROUND: On May 10, 2005, the City entered into a contract with Waste Management for Commercial/Industrial and Residential Refuse Collection and Recycling Services, with a contract expiration date in 2017. On January 25, 2011, the contract was replaced in its entirety and its term extended to December 31, 2022. Amendment No. 1 and Amendment No. 2, effective August 14, 2012 and March 14, 2017, respectively, authorized Waste Management the right to collect, transport, recycle and dispose of commercial/industrial recyclable materials, Green Waste, Food Waste (Organic Waste) and Construction and Demolition Waste.

The State legislature has passed several laws that have impacted the solid waste franchise agreement. In 2011, the State adopted Assembly Bill (AB) 341, requiring all businesses to recycle and municipalities to implement a commercial solid waste recycling program. AB 341 also established a goal of a 75 percent recycling rate (“diversion”) by 2020. In 2014, the State adopted AB 1826 requiring municipalities to implement an organic waste recycling program to divert from the landfill organic waste from businesses and multi-family dwellings. Businesses and multi-family dwellings meeting specific solid waste generation thresholds are required to arrange for organic waste recycling services. In 2016, the State adopted SB 1383 which is designed to divert organic material out of landfills. This regulation requires 50 percent reduction in organic waste disposal by 2020 and 75 percent by 2025. Also, beginning on January 1, 2022, municipalities will be required to provide organics services to all residents and businesses, to establish an edible food recovery program, to procure recyclable and recovered organic products, secure access to recycling capacity, to monitor compliance, and, in 2024, conduct enforcement.

Given the changes in State legislation, and expiration of Contract No. 2222 on December 31, 2022, the City Council must make a decision on whether to procure a new exclusive solid waste franchise agreement through a competitive bid process or through negotiations with Waste Management. Regardless of which process the City Council decides to pursue, staff recommends securing HF&H to support the City through the process.

- ATTACHMENTS:**
- A. HF&H Fee Proposal
 - B. Contract Agreement No. 2222
 - C. Amendment 1 to Contract Agreement No. 2222
 - D. Amendment 2 to Contract Agreement No. 2222

GD:lc



City of South Gate Proposal for Solid Waste Consulting Services



February 25, 2019



HF&H Consultants, LLC

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Irvine, California 92612
Telephone: (949) 251-8628
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Robert D. Hilton, CMC, Emeritus
John W. Farnkopf, PE
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Marva M. Sheehan, CPA
Rob Hilton, CMC

February 25, 2019

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

Re: Proposal to Provide Solid Waste Consulting Services

Dear Mr. Cervantes:

HF&H Consultants, LLC (HF&H) is pleased to submit this proposal to provide solid waste consulting services to the City of South Gate (City).

WHY HIRE HF&H?

1. **HF&H's expertise is unrivaled in the solid waste industry.** We have provided leadership, expertise, independence, and support to hundreds of municipal agencies through more than 2,000 engagements. Our reputation for excellent client service is well established. In fact, approximately 70% of our work is performed for repeat clients, some of whom HF&H has worked with for nearly 30 years. Our track record, measured in terms of the number and type of engagements and the number of repeat clients, demonstrates our ability to consistently deliver a high level of client satisfaction.

"For me as a Director of Public Works, I take comfort knowing that HF&H is available to respond to issues as they arise."

Chau Vu, City of Bell Gardens

2. **We are local.** This project will be managed from our Southern California office, making our staff readily available to participate in project meetings in a cost-effective manner. I will act as the Engagement Director overseeing all work products and attending meetings. Our Southern California office is located in Irvine just 35 miles from the City.

3. **We have served many of the Gateway City members:**

- City of Bellflower
- City of Bell Gardens
- City of Cerritos
- City of Compton
- City of Cudahy
- City of Downey
- City of Huntington Park
- City of Long Beach
- City of Lynwood
- City of Whittier

Mr. Arturo Cervantes
 February 25, 2019
 Page 2

4. ***We have been assisting cities with solid waste agreement compliance reviews and audits for over 30 years.*** HF&H tailors each review and audit to the specific needs of our clients. Our reviews and audits range from a checklist of agreement terms to customer billing, franchise fee and tonnage audits, and we typically include biennial or triennial audits which are paid for by the hauler in negotiated solid waste agreements.
5. ***We are well acquainted with the solid waste rates, services, and programs implemented throughout Southern California*** as a result of our previous projects and on-going surveys of 200 cities in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. We understand current trends in the local solid waste industry and we are familiar with the capabilities of the potential proposers. ***We are currently performing a survey of city fees, solid waste rates and services of the cities within Los Angeles County.***
6. ***We have been assisting jurisdictions with regulatory compliance since the inception of AB 939.*** HF&H has been at the forefront of all significant regulations affecting jurisdictions' diversion and required programs. HF&H has hosted numerous workshops on AB 341, AB 1826, and most recently SB 1383. Information on our SB 1383 summit, and other useful information on SB 1383, can be found on our website at <http://hfh-consultants.com/resources/blog/>, and our most recent legislative update can be found at <http://hfh-consultants.com/resources/legislative-updates/>.
7. ***We provide the technical expertise to analyze proposed services and rate impacts to verify that program costs and customer rates are competitive while also providing measurable benefits to the community they serve.*** HF&H has pioneered the development of a rate benchmarking method to compare the complete schedule of solid waste rates on a consistent basis among jurisdictions that have similar services. We also have a multitude of databases and financial models that allow us to assess cost impacts and diversion potential of significant individual programs to assist our clients in selecting which programs provide the most benefit to their communities.

"HF&H provides the highest quality data analysis which allows for tough but fair contract negotiations; thus, insuring the highest level of service to the community at competitive rates."

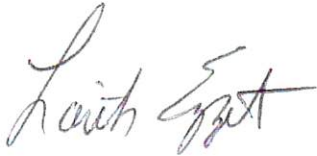
David Doyle, City Manager
City of Aliso Viejo
8. ***HF&H guides structured processes with high integrity that can withstand scrutiny from the public, elected officials, and proposers.*** The key to a successful contracting experience is a smooth, well managed and transparent process. As described in some of our client testimonial letters, city staff and elected officials have appreciated our guidance and successful results.
9. ***HF&H does not provide solid waste consulting services to waste haulers*** in order to avoid conflicts of interest that may arise in firms that attempt to serve public agencies and haulers. We believe this independence is extremely important for objective contract compliance reviews and negotiations. Additionally, our municipal focus ensures that we are aware of the unique requirements of public officials.

Mr. Arturo Cervantes
February 25, 2019
Page 3

I have the authority to negotiate and bind the firm contractually.

Thank you for the opportunity to provide you with this information. **The contents of this proposal shall remain effective for a period of 90 days.** We look forward to the opportunity to meet with you and the appropriate City staff and learn how we might best assist the City. If you have any questions, please contact me directly at (949) 251-8902 or lezzet@hfh-consultants.com.

Very truly yours,
HF&H CONSULTANTS, LLC



Laith Ezzet, CMC
Senior Vice President

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EXHIBIT 1: CLIENT TESTIMONIALS

EXHIBIT 2: CLIENT LIST

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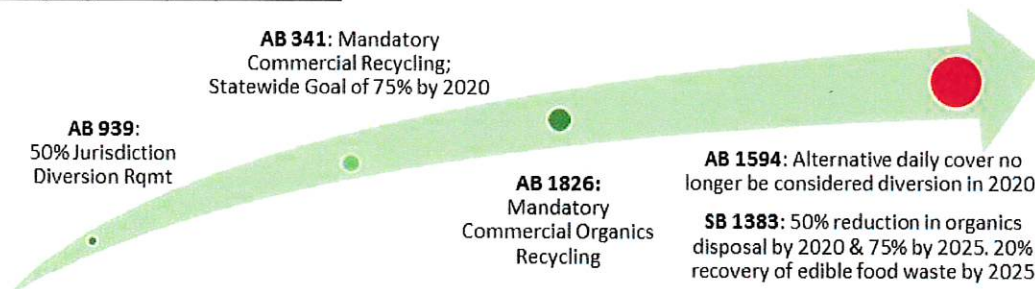
SECTION 1: SCOPE OF SERVICES

Background

The City entered into the current Commercial/Industrial and Residential Refuse Collection and Recycling Services Agreement (Agreement) with USA Waste of California (WM) in January of 2011, and the Agreement ends December 31, 2022. The Agreement was subsequently amended in 2012 to address Assembly Bill 341 (Mandatory Commercial Recycling), expand the bulky item dropoff program, and provide for payment by WM of a portion of City cleanup roll-off box costs. The Agreement was again amended in 2017 to address Assembly Bill 1826 (Mandatory Commercial Organics Recycling).

Current Regulations

The following regulations must be addressed in the City's updated solid waste agreement. While the amendments to Agreement address AB 341 and AB 1826, HF&H will compare the City's current programs, participation, and rates for recycling and organics recycling to industry standards and upcoming regulatory requirements.

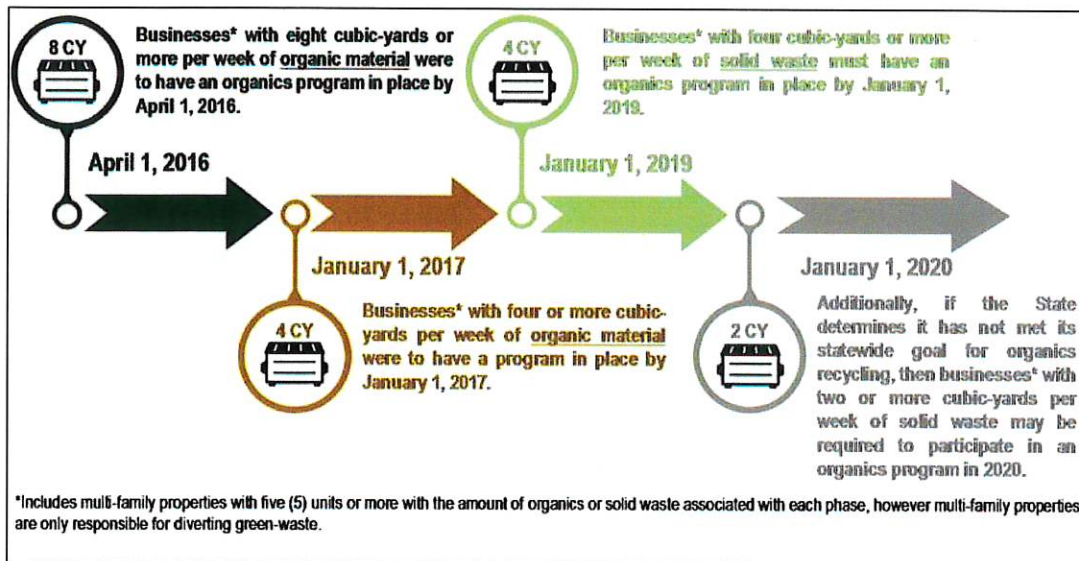


- **AB 341:** Assembly Bill 341, was signed by Governor Brown in 2012, and requires that all businesses generating four cubic yards of solid waste per week, and all multi-family properties that consist of five units or more have a recycling program.
- **AB 1594:** Assembly Bill 1594, was signed by Governor Brown in 2014, and includes the following provisions:
 - As of January 1, 2020, the use of green material as Alternative Daily Cover (ADC) does not constitute diversion through recycling and will be considered disposal for purposes of measuring a jurisdiction's 50 percent per capita disposal rate.

The existing Agreement with WM required that a green waste collection pilot program was to be initiated within six months of the effective date of the agreement. It is unclear whether WM collects green waste from residential customers, and the City's website only includes descriptions of the refuse and recycling service. Because the City is represented by the Los Angeles Regional Agency, HF&H could not determine if WM is utilizing ADC to divert a portion of the City's waste stream. In the event WM is diverting the City's green waste as ADC, an AB 1594 compliant program, including facilities to be used and the cost per ton, will need to be negotiated through the City's upcoming contracting process.

- AB 1826:** Assembly Bill 1826 was signed by Governor Brown in 2014, and requires diversion of organic material (food waste, food soiled paper, yard waste, and compostable utensils) from businesses and multi-family properties that meet the thresholds included in the bill. Currently, businesses that generate four or more cubic yards of solid waste per week, and multi-family complexes of five or more units and that generate four or more cubic yards of solid waste per week, must have an organics recycling program (multi-family properties are only required to divert landscaping waste).

AB 1826 Timeline

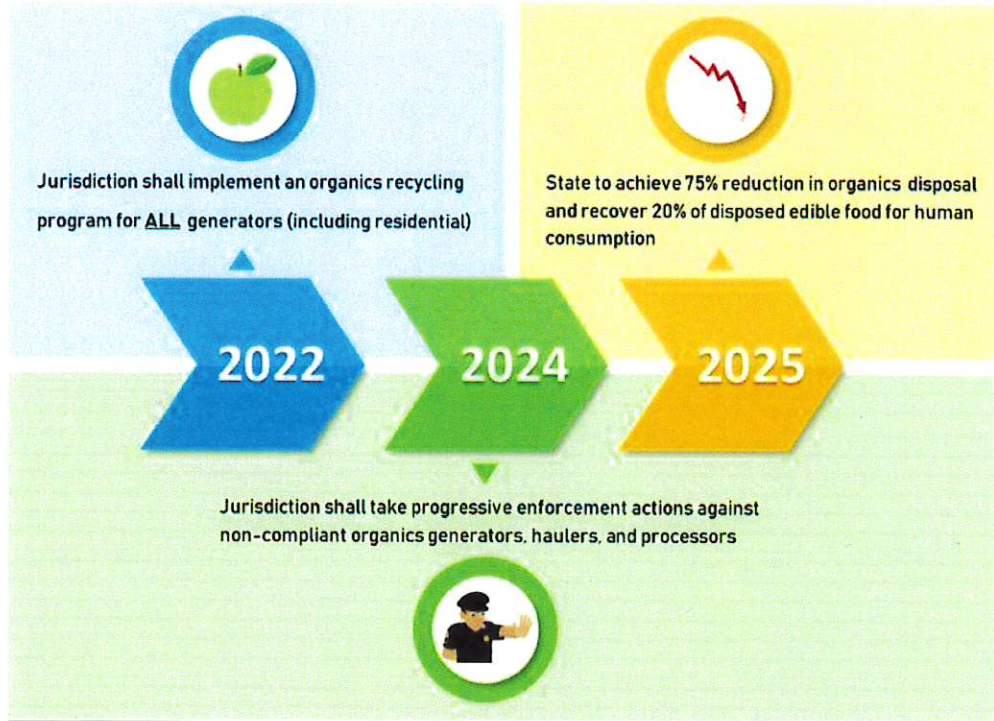


The City's amended or new agreement(s) will need to address the expanded threshold of AB 1826, as well as the public education and outreach requirements included in the legislation.

- SB 1383:** In September 2016, Governor Brown signed Senate Bill 1383 establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. As it pertains to jurisdictions, SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, a 75 percent reduction by 2025, and establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025. The definition of organic waste in SB 1383 is expanded to include:
 - o Food waste
 - o Green waste
 - o Landscape and pruning waste
 - o Applicable textiles and carpets
 - o Wood and lumber
 - o Fiber
 - o Manure
 - o Biosolids
 - o Digestate and sludges

SB 1383 Timeline

SB 1383 TIMELINE



The City’s amended or new agreement(s) will need to address the requirements of SB 1383, including residential, multi-family and commercial organics programs, and container color requirements. HF&H has been instrumental in assisting cities to plan and prepare for SB 1383 requirements and will use this experience to assist the City.

Scope of Work – Phase I

Task I.1: Perform a Contract Compliance Review

HF&H will review the terms and services of the current solid waste agreement and develop a “Checklist” of performance measures to be reviewed. We will meet with City staff to review the Checklist and determine if there are other areas of interest or concern that the City would like to include in our review. We will prepare a request for information for data to be provided by WM. We will compare this data and data received from the City to the contract terms included in the Checklist.

The Checklist may include:

- Confirmation that required services are being provided in a manner consistent with the Agreement.

- Timely payment of City fees as addressed in Section 3 of the Agreement.
- Review of, and adherence to, the public education and outreach plan included in Section 9 of the Agreement, and the public education requirements included in amendments 1 and 2.
- Vehicle requirements addressed in Section 10.3 of the Agreement.
- Quarterly and annual reporting requirements included in Section 11 of the Agreement, and included in amendments 1 and 2.
- Insurance coverage requirements included in Section 12 of the Agreement.
- Other key contractual requirements based on our review.

Workproduct: HF&H will prepare a report of our findings for City staff review which will include references to performance measures and/or liquidated damages included in the Agreement, where appropriate.

While this task is not included in the City's Summary of Work, it is included as one of the City's Study Goals.

Task I.2: Analyze Exclusive Franchise Agreement

HF&H will review the current solid waste agreement and amendments, the current solid waste rate schedule, and other relevant documents, and prepare for a meeting to be held with City staff. During the meeting, we will discuss key issues and pricing pressures relating to the franchise agreement.

To guide our meeting, we will prepare a meeting document (Contract Profile) including existing services compared and contrasted to enhanced options that the City may wish to consider. We will include our preliminary recommendations for discussion in the Contract Profile.

Our meeting document will facilitate an informed discussion of solid waste and recycling practices and services, including the latest trends in the industry, existing and upcoming relevant regulatory requirements, and other important developments, and, most importantly, how these items may impact the City and its solid waste contracting needs. It is important that the City have a realistic understanding of not only what is changing in the industry in general, but what is specifically available now and in the relevant future to the City of South Gate.

HF&H will work closely with the City to identify and adapt the service specifications to industry trends and developments that have occurred since the current agreement was developed. HF&H has an extensive library of franchise agreements throughout California to draw upon for examples of performance standards, service options, diversion requirements, and rate adjustment methodologies for the City's consideration.

Workproduct: HF&H will prepare a Contract Profile of the City's current agreement comparing the current services and terms to state-of-the-industry agreements developed by HF&H, and providing recommendations for enhanced services, reporting, contract terms, and performance measures to ensure regulatory and hauler compliance.

This workproduct will meet the City's objectives in numbers 1, 2, 3, 5, 6, and 7 included in the Summary of Work, and guide the City in updating their solid waste agreement.

Task I.3: Evaluate City Fees

We will perform a comparison of municipal agency fees in the City of South Gate to a sample of other cities within Los Angeles County. We will identify the median franchise fee for the surveyed cities and identify other types of fees commonly implemented.

Workproduct: An exhibit comparing the City's fees to the median and range in other cities.

This workproduct will meet the City's objective 4 included in the Summary of Work.

Task I.4: Recommendations for Recycling Assistance, Outreach and Education for General Public

HF&H will review with the City and WM the current level of recycling assistance and public education and outreach, and what future education and outreach the City desires or is required by current and pending legislation. Based on this meeting and the current participation of businesses and multi-family complexes in the AB 341 and AB 1826 programs, and upcoming requirements in SB 1383, we will make recommendations for enhanced public education and outreach requirements to be included in the amended or new agreement.

HF&H develops public education and outreach materials, participates in city events, presents to city councils and community groups, and provides recycling technical assistance for our clients. While these services are not included in our cost estimate to the City, we will submit a cost estimate, at the City's request, for these services after determining the City's needs.

Workproduct: Recommendations for new and/or enhanced recycling technical assistance, outreach and education.

This workproduct will meet the City's objective 8 included in the Summary of Work.

Task I.5: Research Pending/Future Regulations

HF&H staff meets regularly with CalRecycle staff to discuss current and future regulations. HF&H held two workshops on SB 1383, and publishes an annual legislative update. Debbie Morris presented at the November 2018 Southern California Waste Management Forum (the Forum) on the requirements of SB 1383 and how jurisdictions need to prepare for the upcoming regulatory requirements. Ms. Morris is presenting at March 2019 Forum conference on the public education and outreach, and reporting requirements included in AB 1826, and on February 25, 2019, Debbie Morris is presenting to the City of Bell Gardens City Council on SB 1383.

The cities of Bell Gardens, El Monte, Garden Grove, Inglewood, Irvine, and Lawndale retain HF&H on an ongoing annual basis to, among other tasks, assist in compliance with current legislation and annual reporting, as well as preparing for pending and future regulations.

Workproduct: HF&H will provide a summary report on the requirements of SB 1383 which will include, but not be limited to, programs to be implemented, public education and outreach requirements, ordinances required to be implemented by the City, and reporting and enforcement requirements.

Program recommendations will also be addressed in Task I.2.

This workproduct will meet the City's objective 9 included in the Summary of Work.

Phase I tasks will assist in developing the updated solid waste agreement.

Scopes of Work – Contract Negotiations and Competitive Procurement

Although not requested in the City's request for proposal for solid waste consulting services, HF&H has provided example scopes of work for contract negotiations and a competitive procurement processes. HF&H will provide fee estimates and detailed schedules for Phase II and Phase III at the request of the City.

Scope of Work – Phase II: Contract Negotiations

The City's Agreement with WM ends December 31, 2022. Should the City choose to negotiate with WM, this process should be initiated by July 2019 in order to provide sufficient time to perform a competitive procurement process if negotiations with WM are not successful.

Task II.1: Develop New Contract Provisions and Prepare Updated Agreement

There have been many changes to solid waste regulations and technologies since the previous solid waste agreement was negotiated, as a result there are many areas of the existing Agreement that will need to be updated.

HF&H has been instrumental in defining the "state of the industry" throughout California, and we will assist the City in development of a new franchise agreement that reflects modern best practices. HF&H will work closely with the City to identify and adapt the service specifications to industry trends and developments that have occurred since the current agreement was developed. HF&H has an extensive library of franchise agreements throughout California to draw upon for examples of performance standards, service options, diversion requirements, and rate adjustment methodologies for the City's consideration.

Based on our meetings with City staff, and the Contract Profile developed in Task I.2, we will prepare draft franchise agreement for the desired services and contract terms. City staff, including the City Attorney, will subsequently review the draft agreement. City staff is requested to make any changes directly to the documents in a strike-and-replace format, which we will then use to prepare an updated draft agreement.

Workproduct: Draft Agreement

Task II.2: Negotiate Rates, Terms and Conditions of Desired Services

We recommend that the draft agreement be provided to WM documenting the City's desired services and contract terms. WM can then propose rates that are consistent with the City's desired terms and conditions contained in the draft agreement developed in Task II.1. The result of WM's review of the agreement will likely be a series of points that they wish to address and proposed rates that may or may not be satisfactory. HF&H will then assist in negotiating reasonable rates. We will also work with City staff to guide the City through its determination of which service provider concerns are minor and which are valuable enough not to negotiate away without a substantial offsetting gain for the City.

Workproduct: Analysis of proposed rates, and documentation of negotiated deal points.

Task II.3: Gather and Review Hauler Operating Data to Evaluate the Reasonableness of Proposed Rates

Service statistics, such as the number of customers, container size and frequency of collection, can be used to determine the overall value of the contract at proposed rates. Typically, we determine and compare the overall compensation to the service provider currently, and using newly renegotiated rates in order to demonstrate the true overall financial impact to the rate payer. For example, a decrease in the rate for a common service level is more valuable than a decrease in a rate for a service that is seldom used. With the proper data, we can compare the overall proposed company compensation on a similar basis with other jurisdictions.

Workproduct: Data collection forms, and comparison of proposed contractor compensation to other jurisdictions.

Task II.4: Prepare Negotiated Agreement

HF&H will provide an updated draft of the negotiated Agreement to City staff and the City Attorney for review, and will make one-set of revisions to the Agreement based comments/revisions received.

Workproduct: Updated draft Agreement.

Task II.5: Attend City Council Meeting

Workproduct: Council presentation.

Scope of Work – Phase III: Competitive Procurement**Subtask III.1: Gather and Review Operating Data**

We will collect any data available regarding the current services provided. We will prepare data collection forms to assist the City and/or hauler in providing additional information in a user-friendly format. It has been our experience that when proposers are confident about the accuracy of operating data contained in the RFP, they propose lower rates and include fewer contingency costs. Collecting data in this manner may also uncover additional issues, such as poor reporting or service issues that we would address in the new agreement.

Workproduct: Data collection forms, and excel worksheets documenting the submitted operating data.

Task III.2: Prepare and Issue Request for Proposals**Subtask III.2A: Prepare Draft RFP and Agreement**

We will prepare the draft RFP, a redline version of the agreement, and criteria to be used in evaluating the proposals received. If the City desires, HF&H will use our exclusive BRAVO approach.

Proposal to Provide Solid Waste Consulting Services

B	ase Proposal	The BRAVO approach divides services into three categories, base services, required alternatives, and optional proposals. Base services are services that will be required to be provided by the winning bidder should they be awarded the contract. Required alternatives are additional programs that proposers are required to propose on, but the service may not be incorporated by the City if the City determines the costs outweigh the benefits. Finally, the optional proposals allows the proposers to incorporate programs that they believe add value to the City that were not initially included in the RFP scope.
R	equired	
A	lternatives	
V	s.	
O	ptional Proposals	

Workproduct: Draft RFP and Agreement

Subtask III.2B: Upon Review by the City Attorney and City Staff, Revise RFP and Agreement

We will submit the draft RFP and agreement to City staff, including the City Attorney, for review. City staff is requested to make any changes directly to the documents in a strike-and-replace format. The City Attorney will be responsible for confirming that any proposed city fees comply with applicable legal statutes such as Prop 218 and Prop 26. After City staff reviews the documents and provides us with their written comments, we will make appropriate revisions once to these documents.

Key items to be included in the RFP package are:

- Draft Agreement – We will attach the draft of the agreement the successful proposer will be expected to sign, including insurance requirements, performance standards with liquidated damages and default provisions for specific performance failures, and indemnifications. Including the agreement in the RFP limits negotiation efforts. The RFP will require proposers to identify any exceptions they plan to take to the agreement in their proposal.
- Contract Summary – We will draft a summary of service and contract requirements included in the attached draft agreement.
- Data – We will collect, review, and provide detailed operational and service data to assist proposers in developing their proformas.
- Proposer Worksheets - Proposer worksheets designed for proposers to enter proposed rates and supporting cost data, including proposed diversion plan specifications. Proposers likely to propose on the City's RFP are accustomed to HF&H forms and have provided favorable feedback on their design and ease of use.
- RFP Submittal Requirements – HF&H will include a description of RFP requirements and an outline for proposers to follow in assembling their proposals in order to ensure that the proposers do not miss requirements and that the City can easily locate key information in the proposal. Requirements include items such as diversion program descriptions, transition and implementation plans, firm information and experience citations.

Workproduct: RFP package

Subtask III.2C: Attend Council Meeting to Approve RFP Package

HF&H will attend one City Council meeting at which the City Council will approve the RFP and draft agreement, and will make a presentation and answer questions. We recommend that contact between proposers and the City be controlled and will suggest methods to do so, based on City staff and City Council's desired level of interaction with proposers.

Once the RFP and draft agreement have been approved by the City Council, they can be distributed to potential proposers. We can provide the City with a recommended list of potential proposers to whom the City may send the RFP. Alternatively, to avoid the time, expense and environmental impact of production and mailing of multiple copies of a large document, we recommend that HF&H or the City e-mail the RFP document to all potential proposers and the local waste haulers' association, and other interested parties. We can provide the City with a list of recipients for City records. By e-mailing the document, proposers are immediately notified of its availability, can immediately review the document to determine their level of interest without having to print it out, and can forward it to the appropriate parties within the firm immediately without having to print extra copies. As we regularly distribute our RFPs this way, we may have all or most of these key individuals already on our e-mail distribution list.

Workproduct: Council presentation

Subtask III.2D: Prepare for and Attend Proposers' Conference

With City staff coordination, we will schedule a proposers' conference to be conducted shortly after the release of the RFP. Potential proposers will have an opportunity to receive clarification of any issues and ask questions at this conference. We will also accept written requests for clarification about the desired services requested or other substantive questions until the date specified in the RFP.

Workproduct: Submit RFP package to haulers and hauler associations, prepare pre-proposal meeting material, attend meeting.

Subtask III.2E: Prepare Addenda

We will prepare written responses to questions posed at the proposers' conference, or submitted in writing, and prepare any necessary addenda arising from issues posed at the proposers' conference. All questions and responses shall be made available to all proposers in attendance at the conference a minimum of one week prior to the proposal due date.

We find that proposers will often have last-minute questions while finalizing their proposals a day or two before they are due. We arrange our personal schedules to ensure that we always have project staff available to answer these last-minute procedural or non-substantive questions.

Workproduct: Prepare addenda, send updated RFP to haulers and hauler associations.

Task III.3: Review and Evaluate Proposals and Present Findings to City CouncilSubtask III.3A: Review Proposals for Completeness

We will perform an initial review of each proposal submitted for compliance with the City's RFP requirements and will disregard incomplete proposals.

Workproduct: Proposal review.

Subtask III.3B: Evaluate Complete Proposals

The specific criteria for which we evaluate the complete proposals will be developed by HF&H and refined using input received from City staff and the City Council and may include the following criteria:

- Quality and responsiveness of the proposal submitted, and demonstrated understanding of the scope of services requested;
- Exceptions taken to the terms and conditions of the draft agreement;
- Proposed total compensation (rate revenue) over the term of the agreement, based on the rates included in the financial section of the proposal;
- Experience of the proposers in providing the requested services in other jurisdictions, based on information contained in their proposals;
- Financial resources of the proposers, based on information in their proposals;
- Proposal features that exceed the RFP's minimum performance requirements.

Workproduct: Draft proposal evaluation report.

Subtask III.3C: Prepare Follow-Up Questions for Proposers

After performing our initial review and evaluation, we will provide each proposer with our summary evaluation of its individual proposal, and any follow up questions, in order to confirm our understanding of the information presented.

Workproduct: Follow-up questions to proposers.

Subtask III.3D: Review Responses and Clarify Unresolved Issues

We will review responses received from proposers and resolve any open issues to help ensure that proposers are satisfied with the representation of their proposals.

Subtask III.3E: Discuss Preliminary Evaluation with City Staff

We will discuss our preliminary evaluation with City staff and determine the next steps in the evaluation process, such as selecting the proposers to be interviewed.

Workproduct: Meeting with City staff.

Subtask III.3F: Interview Proposers

At this stage in the process, usually one or more proposals are clearly more likely to be selected. Along with City staff, we interview up to four proposers, scheduling all interviews on one day.

Workproduct: Prepare for and attend proposer interviews.

Subtask III.3G: Contact References for Recommended Proposer(s)

We contact references provided by the proposer(s) that are to be recommended to the City Council for award of the agreement. We summarize the results of the reference checks within the evaluation report.

Workproduct: Reference checks.

Subtask III.3H: Prepare Evaluation Report and Present to City Council

After our evaluation is complete, we will prepare a report describing the evaluation results and attend one City Council meeting to present the findings of that report. HF&H will seek direction from City Council regarding which hauler(s) to begin negotiations with.

Workproduct: Final evaluation report and presentation to City Council.

Task III.4: Negotiate With Top Ranked Contractor(s), and Prepare a New Agreement for City Council Approval

Subtask III.4A: Participate in Negotiating Session

HF&H will participate in a negotiation session with the hauler(s) selected by City Council for final negotiations. Based on our prior experience, final negotiations can usually be completed during one session per proposer.

Workproduct: Prepare for and participate in negotiation session.

Subtask III.4B: Prepare Revised Portions of Agreement

Based upon the negotiations, we will make one set of revisions to the final agreement negotiated with the selected proposer(s) and ask the proposer to sign the agreement. The City can then make a decision based on clearly defined contract terms. Also, at award, neither the successful nor unsuccessful proposers can debate what was or was not the final offer to the City.

Workproduct: Finalize negotiated agreement.

Subtask III.4C: Attend One City Council Meeting for Approval of Final Agreement

We will attend the City Council meeting and present a summary of the terms included in the final negotiated agreement.

Workproduct: Presentation to City Council.

SECTION 2: STATEMENT OF QUALIFICATIONS

The HF&H Team Difference

In 1989, HF&H was established as a Limited Liability Company. We are a California based company with two offices located in Walnut Creek and Irvine. Our approach to any engagement is to assure our clients that we have assigned the staff to best meet the requirements of the engagement.

The three founding partners had the desire to provide specialized consulting solutions to local governments in two practice areas – recycling and solid waste services, and water, wastewater, and stormwater services. As consultants, we provide environmentally-responsible economic, financial, strategic planning, and management consulting services. For nearly 30 years, HF&H has remained committed to its core value to serve clients exceptionally and with integrity. Through these on-going commitments, HF&H has become California’s first choice and recognized leader among municipal agencies for high-quality consulting services.

Our focus has primarily been on serving municipal agencies in California, although we have provided consulting services in other states and are actively looking beyond California to assist agencies nationwide. Firm leadership is provided by six partners, including two founding partners – Robert Hilton and John Farnkopf – and four additional partners – Laith Ezzet, Rick Simonson, Marva Sheehan, and Rob Hilton.

HF&H is more than the sum of its individual members, their technical training, and our proprietary analytical tools. Each time a team of consultants comes together on a project, they are using work processes that provide a consistent level of quality. Principals, managers, and staff members each play a role in preparing, reviewing, supervising, and carrying out detailed work plans and schedules, monitoring status, creating reports and analyses, drafting work products, and presenting results in a timely and cost-effective manner.

Quality Assurance

Systematic Approach to Engagement Management

HF&H utilizes a highly client-interactive consulting methodology that logically results in successful engagements, and that can be tailored for each client’s specific engagement and task. This methodology is intended to ensure alignment of the project objectives to the organizations goals, agreement on existing conditions and consensus around the chosen solution, and clear communication of the recommendations. It is based on interaction of client and HF&H team staff, assignment of qualified staff, direction of staff by managers using clear work plans, and systems and procedures to support the team and the project.

This methodology is comprised of the following seven steps:

1. Definition and Quantification of the Client’s Goals and Objectives

We meet with City staff to define the City’s broad overall goals (a commitment to cost-effective public services, commitment to environmental goals, etc.) and specific objectives for the engagement (lower customer rates, higher diversion rates, as well as schedule and budget).

2. Specification of Approach, Assignment of Responsibilities, and Schedule

We meet with City staff to develop the best strategy for assigning responsibilities between the client and HF&H staff, and discuss reasonable deadlines for the completion of those responsibilities.

3. Detailed Work Plans, Work Products, Budgets, and Work Paper Organization

Having defined responsibilities, HF&H prepares detailed work plans by task and subtask assigning specific staff, budgeting specific time, laying out the organization of the work papers that document the performance of the work and the basis for the findings. The work plan includes, by subtask, the data and document requirements, as well as analytical techniques to be used. The staff assignments and scheduled performance dates are determined at this time.

4. Information Gathering and Fact Finding

Based on our detailed work plans, we prepare requests for information and documents, submit them to the appropriate City or third party staff, review them with the responsible parties, and agree upon timing for the submission of the information and documents. At the completion of each subtask, we review our findings with knowledgeable City and third party staff to ensure we do not misinterpret the information obtained.

5. Analysis, Findings, Evaluation, and Recommendations

Based on the results of our information gathering and fact finding, the HF&H consulting team will first benchmark the results against appropriate standards (e.g., financial ratios, performance productivity, etc.) and then we will develop working outlines of the background, findings, and preliminary recommendations for each task. At this point, the HF&H consulting team will engage in a dialogue with knowledgeable client staff for fact verification and validations and discussion of alternative approaches to the solution of problems or to capitalize upon opportunities. If relevant information has been overlooked or misinterpreted in earlier steps, it will emerge through this process. Once a consensus has been developed with client staff, HF&H will present them to client management for review, verification, validation and discussion of other approaches. Once consensus has been reached with client management, the HF&H team will move to the reporting phase.

6. Reporting

This step in the consulting process is comprised of preliminary report preparation, presentation of preliminary findings and recommendations for discussion and modification, preparation of the final report (including presentation materials), and presentation of the final report to the appropriate internal (e.g., departmental staff, City executive management, briefings of individual elected officials) as well as external (public workshops and public hearing before the City Council) audiences.

7. Monitoring, Quality Assurance, Management, and Progress Reporting

The engagement manager monitors progress on a daily basis. Similarly, work papers are reviewed on a basis that is timely for the specific engagement (not waiting until the preparation of the final report or, worse yet, after completion of the engagement). The engagement manager can identify and address delays or analytical problems on a real time basis.

A quality work product is a team effort involving three parties throughout our data gathering, analysis and reporting phases: HF&H consultants; HF&H engagement directors and managers; and client staff and management. Consultants must be qualified to perform the work, have a clear work plan that meets

professional standards, and execute their assignments effectively. The engagement manager is responsible for the day-to-day monitoring of work; review of work products; and, anticipation of problems or concerns. In addition to reviewing the processes and progress of consultants, client staff reviews the work products prepared by the project team, helping the HF&H team ensure the accuracy and relevance of findings and the appropriateness of recommendations and the clarity of work products.

The engagement manager is responsible for adjusting our work plan as the engagement progresses and ensuring that the consultants are adequately supported, assuring consistency among approaches and methods and scheduling work to ensure the efficiency of efforts. The engagement director reviews work in progress, attends meetings, reviews the results of the analysis, evaluates the conclusions and checks the clarity of written materials.

The engagement manager is responsible for reporting progress to client management as frequently as appropriate. In doing so, they are supported by our project reporting system that reports hours and progress against plan by subtask and consultant. As part of this progress reporting, they will identify any areas of concern and recommend alternative approaches to addressing the concern.

Project Team

Below we present the key members of the project team selected to assist the City with this project. The project team was selected based on their areas of expertise to assist the City in achieving its vision.

HF&H team members Laith Ezzet and Debbie Morris have worked together at HF&H for over 26 years, a consistency that we believe no local competitor can match. As a firm, we offer even more support. Our HF&H team is organized into two practices: solid waste management services and water/wastewater/stormwater management services.

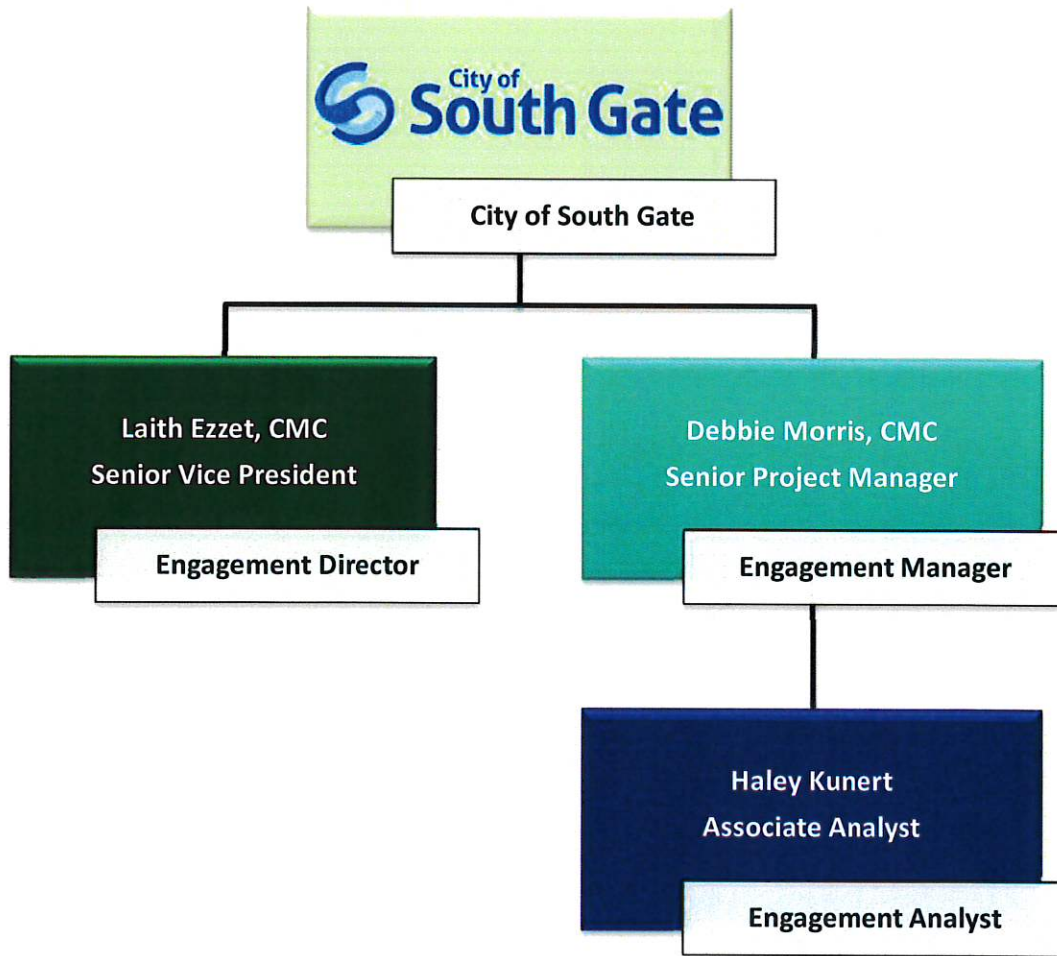
Our project staff has unparalleled expertise in the following areas:

- Solid waste contract performance reviews;
- Regulatory compliance;
- Rate analysis, cost of service studies, and negotiation of solid waste rates;
- Competitive procurement and renegotiation of solid waste services contracts, including RFP preparation, proposal evaluation, and negotiation support; and,
- Planning, implementing, and monitoring solid waste and diversion programs.

Project Team Organizational Chart

Laith Ezzet will act as the Engagement Director and is responsible for the review of all workproducts developed for this engagement, and will attend all meetings. Debbie Morris will act as Engagement Manager and will be the City's contact for this engagement, will be responsible for the development and review of workproducts, and will attend all meetings. Haley Kunert will assist Ms. Morris with the development of workproducts.

Engagement Team Organizational Chart



Laith Ezzet, CMC

Engagement Director



A Certified Management Consultant, Laith Ezzet has over 30 years of experience as an economist and solid waste consultant. As Senior Vice President of HF&H, he has assisted over 100 public agencies to plan, implement, and monitor their solid waste collection, recycling, and disposal programs. During the course of these engagements, he has presented to or participated in more than 200 public workshops and public meetings for City Councils, Boards of Supervisors, and citizens' advisory groups. Mr. Ezzet is a past member of the Board of Directors of the California Resource Recovery Association, and for over 20 years has served as a Director of the Southern California Founding Chapter of the Solid Waste Association of North America.

Solid Waste Rate Studies and Audits

Mr. Ezzet has provided expert solid waste advice over 70 cities and counties in the areas of rate analysis, cost of service studies, program planning and funding, and negotiation of solid waste rates. Examples of clients whom he has assisted with fee audits, performance audits, contract compliance audits, and solid waste rate analysis of both existing and proposed services, include the cities of Anaheim, Arcadia, Bellflower, Beverly Hills, Burbank, Chandler, Covina, Dana Point, Downey, El Monte, Fullerton, Glendale, Hermosa Beach, Hesperia, Indian Wells, Indio, Inglewood, La Palma, Laguna Beach, Laguna Niguel, Lawndale, Long Beach, Monterey Park, Orange, Palm Springs, Pasadena, Pomona, Redondo Beach, San Bernardino, San Clemente, San Juan Capistrano, Santa Clarita, Santa Monica, Torrance, and others. During the course of these and other engagements, Mr. Ezzet has directed the auditing of financial and operating records at approximately 100 solid waste companies throughout Southern California'

Diversion Programs and Contract Management

Mr. Ezzet has helped more than 50 public agencies to monitor and evaluate their recycling and waste diversion program requirements in order to comply with the State's waste diversion goals, and negotiated revised franchise agreement terms to enhance recycling and waste diversion programs offered in those communities. He has assisted cities develop waste and recycling tonnage reporting formats and related auditing requirements for both exclusive franchise agreements and non-exclusive service arrangements. He assisted the City of Los Angeles in evaluating the feasibility of achieving its 70% diversion plan. He has assisted agencies to manage their solid waste collection and recycling contracts, including the cities of Bell Gardens, El Monte, Garden Grove, Huntington Park, Inglewood, Irvine, Lawndale, La Quinta, Newport Beach, and others. He has assisted numerous agencies to plan, negotiate and/or evaluate organics recycling programs to comply with AB 1826, including the cities of Anaheim, Aliso Viejo, Brea, Fullerton, Garden Grove, Inglewood, Lawndale, Norwalk, Palmdale, Yorba Linda, and the counties of Santa Barbara and San Bernardino.

Procurement and Contract Negotiations

Mr. Ezzet has managed numerous procurement engagements for solid waste services contracts, including RFP preparation, proposal evaluation, and negotiation support. Examples of clients for whom he has helped to obtain new solid waste services contracts include the cities of Anaheim, Beverly Hills, Bellflower, Cerritos, Dana Point, Diamond Bar, Hermosa Beach, Huntington Park, Imperial Beach, Indian Wells, Inglewood, Lake Forest, Lawndale, Long Beach, Manhattan Beach, Mission Viejo, Newport Beach, Norwalk, Orange, Palm Desert, Palmdale, Pico Rivera, Rancho Palos Verdes, Rancho Cucamonga, Rancho Santa Margarita, Redondo Beach, Riverside, Santa Clarita, Tustin, West Hollywood, and others. He managed the procurement of a new solid waste system operator for San Bernardino County's landfills and transfer stations. He has negotiated solid waste agreements with a total value in excess of \$2 billion. The competitive solid waste collection procurements managed by Mr. Ezzet have a total value in excess of \$1 billion, and he has saved public agencies more than \$200 million, with some agencies saving up to 40%. He assisted the Orange County City Managers' Solid Waste Working Group negotiate 10-year waste disposal agreements with the County of Orange. He authored a paper entitled "How Much Can You Save Through Competitive Proposals?" that was presented at SWANA's Western Regional Symposium.

Landfill Rate Modeling & Solid Waste Facilities Planning

Mr. Ezzet has performed rate and cost of service studies, and served as a financial advisor for publicly-owned solid waste systems, for the landfill and/or transfer station systems in Orange County, Riverside County, and San Bernardino County, and for individual landfills in the cities of Glendale, California,

Glendale, Arizona, San Diego, and Whittier. He has prepared valuation models to value individual landfills and landfill systems. He has prepared life-cycle funding models for landfills that incorporate current and future costs, including the funding of closure and postclosure maintenance costs, corrective actions costs, and capacity replacement reserves. He has prepared financial feasibility studies and economic analyses for solid waste facilities including transfer stations, MRFs and organics processing facilities for cities such as Beverly Hills, Glendale, Indio, Santa Monica, San Bernardino, and Torrance, and Riverside County. As a result of his work, clients have received recognition and awards from industry groups, including SWANA's Planning and Financial Management Excellence Award. Another client was featured in the U.S. EPA's guide on "Full Cost Accounting in Action: Case Studies of Six Solid Waste Management Agencies."

Surveys

Mr. Ezzet is intimately familiar with solid waste rates and service arrangements in Southern California, having surveyed over 200 jurisdictions in the region. He directed a survey of solid waste rates and services in the 100 largest U.S. cities, the results of which were published in several industry journals. He completed a study, sponsored by the Solid Waste Association of North America, of solid waste services provided by the 100 largest municipal service providers of collection and disposal services in North America.

Education

Mr. Ezzet has an A.B. in Economics from Occidental College and an M.B.A. from Dartmouth College.

Debbie Morris, CMC

Engagement Manager



Ms. Morris is a Certified Management Consultant and Senior Project Manager in our Southern California solid waste consulting practice. Ms. Morris has specialized in consulting to government clients on solid waste issues for more than 26 years. Ms. Morris' experience includes assistance with diversion studies, zero waste planning, AB 939, AB 341, AB 1826, SB 1383 and other legislative compliance, solid waste and diversion program implementation and monitoring, solid waste and recycling contract development and management, grant management and administration, greenhouse gas inventories, audit services, rate reviews, illegal dumping/bulky item abatement program development, and construction and demolition debris ordinance preparation and monitoring.

Solid Waste Rate Reviews, Fee and Tonnage Audits and Contract Compliance Reviews

Ms. Morris assists jurisdictions, including the cities of Bell Gardens, Covina, El Monte, Irvine, La Quinta, Lawndale and Ridgecrest, in controlling increases to their solid waste rates by evaluating waste haulers' rate adjustment requests for accuracy and validity.

Ms. Morris' audit experience has included performing fee payment and tonnage reviews to determine the accuracy and reasonableness of reporting by permitted waste companies for the cities of Bellflower, Bell Gardens, Beverly Hills, Burbank, El Monte, Irvine, Lawndale, La Quinta, Pomona and Torrance.

Ms. Morris has performed hauler compliance audits for Southern California cities such as the cities of Lawndale and El Monte to determine and correct the cities' solid waste hauler's compliance with key contract terms.

Solid Waste Legislative Compliance

Ms. Morris' legislative compliance experience includes AB 939, AB 341, AB 1826, AB 1594, and SB 1383 compliance strategic planning, annual report preparation, base-year adjustments, requests to use alternate adjustment factors, and disposal reconciliations. Jurisdictions assisted by Ms. Morris were able to document a significantly improved diversion rate (from three to 20 percentage points) and none of these jurisdictions have received a compliance order from CalRecycle.

Ms. Morris has successfully developed and monitored AB 341 and AB 1826 implementation plans for our clients. Ms. Morris prepares for and attends meetings with CalRecycle staff on behalf of our clients, and ensures ongoing compliance. Ms. Morris developed a technical assistance program for the City of Garden Grove in order to gain compliance with AB 341.

Ms. Morris has given numerous presentations to industry associations, joint powers authorities, and city councils on AB 939, AB 341, AB 1826, and SB 1383.

Procurement and Contact Negotiation

Ms. Morris has assisted in numerous procurement engagements for solid waste services contracts, including RFP preparation, proposal evaluation, and negotiation support. Examples of clients for whom she has helped to obtain new or renegotiated solid waste services contracts include the cities of Aliso Viejo, Diamond Bar, El Monte, Huntington Park, Lawndale, Palm Desert, Whittier and others. Ms. Morris is currently assisting the cities of Lawndale and Santa Ana in procuring new solid waste recycling services agreements.

Ongoing Contract Management/Solid Waste Consulting Services

Ms. Morris provides on-going contract management and solid waste consulting services to several cities in Southern California including the cities of Bell Gardens, El Monte, Garden Grove, Irvine and Lawndale. The scope of work for these engagements includes profiling the City's solid waste franchise agreement/s and municipal code in order to ensure hauler compliance with all service, reporting, fee payment, rate structure, performance, and public education and outreach requirements. Additionally, the engagements include a review of the haulers' annual rate adjustments, and tonnage and fee payment audits.

Education

B.A., Business Administration and Leadership, Concordia University, Irvine

Haley Kunert

Engagement Analyst



Hailey Kunert, Associate Analyst, assists in managing solid waste franchise agreements, legislative compliance and diversion monitoring, audit services, solid waste rate reviews, and contract negotiation services. While earning an Environmental Systems degree at the University of California San Diego, Ms. Kunert, was involved in a number of sustainability initiatives including solid waste and recycling receptacle audits; research and development of a sustainability action plan; and, public education and outreach.

Ongoing Contract Management/Solid Waste Consulting Services

Ms. Kunert assists with ongoing contract management and solid waste consulting services to cities in Southern California. The scope of work for these engagements includes monitoring contractor compliance with franchise agreement requirements regarding reporting, fee payments, and public education and outreach. Ms. Kunert meets with City staff and haulers on a regular basis to review ongoing contractor compliance and monitor program diversion performance. She is currently assisting the cities of Anaheim, Bell Gardens, El Monte, Garden Grove, Inglewood, and Lawndale. Additionally, the engagements include a review of the haulers' annual rate adjustment requests and monitoring of reported tonnage and hauler fee payments.

Solid Waste Legislative Compliance

Ms. Kunert has assisted clients in preparing for the mandatory recycling regulations included in Assembly Bills 939, 341, and 1826. This assistance has included gathering current commercial refuse and recycling service level data from the cities' haulers, documenting the number of accounts covered under the regulations, calculating the current level of compliance and appropriate recycling service fees, and developing public education and outreach materials. She is currently assisting the cities of Bell Gardens, El Monte, Inglewood, Garden Grove, and Lawndale with tracking and implementation of recycling and organics recycling programs for businesses and multi-family complexes. Also, she annually assists the cities of Bell Gardens, Inglewood, Lawndale, and El Monte in the completion or review of their CalRecycle Electronic Annual Report.

Solid Waste Rate Studies

Ms. Kunert conducted a survey of residential and commercial solid waste collection services and rates in various cities throughout the San Bernardino and Riverside Counties for the city of Rancho Cucamonga. She assisted with another survey of solid waste collection services in the County of Orange and supported the completion of a survey on the County of San Bernardino. Ms. Kunert has also gathered rate and program data related to organics collection for the cities of Anaheim, Brea, El Monte, Fullerton, Garden Grove, Placentia, and Yorba Linda to determine the reasonableness of organics rates.

Education

B.S., Environmental Systems, University of California San Diego, La Jolla
Certificate in Sustainability and Behavior Change with University of California San Diego Extension Program

Representative Projects and References

City of Bell Gardens

Contract & Diversion Programs (2011-Present)
Current Project Cost: \$50,000

Project Description

The City of Bell Gardens residential sector is served under an exclusive franchise agreement. The City's commercial and multi-family sector is served by several haulers under non-exclusive competitive franchise agreements. The City of Bell Gardens retained HF&H monitor hauler contract compliance, assist with AB 939 and AB 341 compliance, and provide ongoing solid waste consulting assistance.

Client Contact

Chau Vu
Director of Public Works
7100 South Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770

HF&H Solution

HF&H provides ongoing consulting services that address all areas of Bell Garden's solid waste services. These services have included the following:

- Reviewing the haulers' operational and financial data to ensure proper payment of city fees and reporting of tonnage.
- Reviewing rate increase requests submitted by the exclusive franchised hauler on an annual basis.
- Developing measures to ensure compliance with the State's mandatory recycling programs and providing updates to City Council.
- Preparing AB 939 Annual Reports.
- Developing construction and demolition diversion procedures and documents to ensure compliance with the CalGreen building code.

Project Results

- Recovered unpaid city fees.
- Worked with each hauler on an individual basis to ensure compliance with the mandatory commercial recycling regulation.
- Ensured hauler compliance – meetings between HF&H, the haulers, and the City ensured compliance with all of the requirements of the solid waste and recycling collection contract.

Key HF&H Staff

Laith Ezzet-Engagement Director, Debbie Morris-Engagement Manager, Haley Kunert-Engagement Analyst

City of Cerritos

Contract Compliance Audit (2010)
Project Cost: \$65,000

Project Description

The City of Cerritos (“the City”) has a 10-year franchise agreement with CalMet Services, which commenced on January 1, 2008. The City requested that HF&H Consultants conduct a contract compliance audit and franchise fee audit for calendar years 2008 and 2009. An audit conducted during the first two years of the franchise agreement term helps the City and the hauler avoid costly accumulation of errors, identifies and clears misunderstandings, and sets the stage for a successful partnership between the City and the hauler for the remainder of the agreement term.

Client Contact
Mike O’Grady
Environmental Services Manager
18125 Bloomfield Avenue
Cerritos, CA 90703
(562) 916-1226

HF&H Solution

In order to achieve the audit objectives, HF&H:

- Selected a sample of customers to validate that CalMet accurately billed customers in accordance with the City-approved rate schedule;
- Ensured that gross receipts were reported to the City fully and accurately, and that franchise fees were paid in full and timely;
- Performed testing to ensure that CalMet complied with specific diversion requirements of the franchise agreement; and,
- Evaluated the disposal component weightings used in the rate adjustment formula.

Project Results

Our review found that franchise fees were overpaid by \$14K in the two years under review.

We found that the base customer rates charged for services were consistent with the rate schedule as approved by the City; however, we identified several finance and service fees that were charged outside the City-approved rate schedule. Over \$62K in non-approved charges was identified for calendar year 2009; we recommended that all finance and service-related fees be incorporated into the City-approved fee schedule going forward.

Overall diversion and disposal tonnage reporting was found to be accurate.

Our review of the disposal component weighting indicated that actual disposal expense as a percentage of rate revenues was lower than the disposal cost component used to calculate the rate adjustment. We recommended that the next rate adjustment be calculated using the lower updated disposal components.

Key HF&H Staff

Laith Ezzet-Engagement Director

City of Bellflower**Contracting Services (2005 and 2011) and
Compliance Audit (2007, 2010, 2012, 2014)
2014 Contract Compliance Audit Cost: \$76,000****Project Description**

In 2005, HF&H Consultants, LLC assisted the City of Bellflower in competitively procuring an exclusive franchise agreement, and in 2011 assisted the City in negotiating an extension. In 2007, the City requested that HF&H perform the first biennial audit of the contractor's compliance with selected provisions of the agreement, and continued to retain HF&H for each subsequent audit.

[Client Contact](#)

Retired

HF&H Solution

The 2005 agreement reduced rates and increased recycling programs. The negotiated 2011 agreement evaluated cost savings from continued use of existing carts and vehicles, and added new services including street sweeping with no increase in rates.

In order to achieve the City's goals, HF&H:

- Confirmed that the hauler billed customers in accordance with the City-approved rate schedule.
- Observed a sample of commercial bin service levels (size and quantity of bins) in the field.
- Verified the accuracy of tonnage reported to the City; including,
 - Ensuring tonnages reported agreed to regulatory agency records for transformation and landfill disposal volumes.
 - Verifying the diversion percentage achieved or exceeded the minimum requirement.
 - Confirming all rolloff hauls were processed at a recycling facility.
 - Verifying the minimum number of solid waste tons were delivered to a waste-to-energy facility.
- Confirmed that the hauler accurately paid franchise fees to the City.
- Verified hauler compliance with selected provisions of the agreement.
- Verified whether vehicle age and fuel requirements were being met.

Project Results

Hauler performance was modified to address the audit findings.

Key HF&H Staff

Laith Ezzet-Engagement Director

City of Lawndale

Contract Management and Audit Services (1997-Present)

Audit Services Project Cost: \$40,000

Current Project Cost: \$86,000

Ongoing Contract Management Assistance

HF&H has been retained by the City on an annual basis to manage the City’s solid waste contract with Republic Services. HF&H’s work for the City includes: reviewing the hauler’s annual rate adjustment requests, performing hauler fee and tonnage audits; providing AB 939, AB 341, AB 1826, and other regulatory compliance assistance, including preparation of annual report and preparing for and attending the CalRecycle site visits; construction and demolition ordinance development and monitoring; and, providing ongoing procurement and negotiation services to the City. HF&H meets with the hauler on a monthly basis to review diversion trends, City fees, and service issues.

Client Contact

Grace Huizar
Administrative Analyst
4722 Manhattan Beach Blvd
Lawndale, CA 90260
(310) 973-3273

Solid Waste Hauler Contract Compliance and Fee Audits

HF&H has performed the biennial contract compliance audits in order to verify the accuracy of customer billing, fee payments made to the City, and tonnage reported to the City. Additionally, we verified that the hauler achieved various compliance requirements, such as minimum diversion of solid waste from landfill requirements, minimum commercial solid waste processing requirements, minimum requirements to direct solid waste tonnage to a waste-to-energy facility, and other various contract requirements.

HF&H Team Members

Laith Ezzet-Engagement Director, Debbie Morris-Engagement Manager, Haley Kunert-Engagement Analyst

City of Inglewood

Contract Compliance Audit (2014-Present)

Project Cost: \$60,000

Project Description

In May 2012, the City of Inglewood entered into an exclusive franchise agreement for solid waste collection services that HF&H assisted the City in negotiating. In 2014 and 2016, the City retained HF&H to verify that the hauler was complying with selected requirements of the agreement. Additionally, we have recently been selected to conduct the contract compliance audit for calendar year 2017 solid waste collection services.

Client Contact

Angela Williams
Environmental Services Manager
1 Manchester Boulevard
Inglewood, CA 90301
(310) 412-5333

HF&H Solution

HF&H performed a contract compliance audit to verify the hauler’s compliance with the terms of the agreement:

- Reviewed the accuracy of the hauler’s roll-off billing

- Verified the accuracy of tonnage reported as mixed waste processed, sent for transformation, or otherwise diverted and disposed
- Confirmed whether the required mixed waste processing and transformation levels were met as required by contract
- Verified that insurance and performance bond requirements were met as required
- Verified vehicle age and fuel requirements were met as specified in the agreement.

Results

HF&H found inaccuracies in roll-off billing that the hauler was able to correct going forward.

Key HF&H Staff

Laith Ezzet-Engagement Director, Haley Kunert-Engagement Analyst

City of Garden Grove

AB 341 Technical Assistance (2018 to Present)

Current Project Cost: \$50,000

Project Description

In 2018, HF&H was assisting the City of Garden Grove to negotiate an organics program with Republic Services. During this work, the City received a letter from CalRecycle stating that their City was facing a compliance order for not implementing their AB 341 plan. The City retained HF&H under a separate contract to assist with AB 341 technical assistance to increase compliance with AB 341.

Client Contact

A. J. Holmon III, MBA
Environmental Service Manager
13802 Newhope Street
Garden Grove, CA 92843
(714) 741-5956

Work Performed by HF&H:

- Developed AB 341 public education and outreach including surveys, non-compliance letters, informational letters from the City, etc.;
- Contacting survey responders via telephone and email to document and verify third party diversion tonnage and educate commercial and multi-family customers on AB 341;
- Ongoing development of a third party diversion tracking and monitoring database for CalRecycle reporting;
- Providing ongoing status updates of calls and contacts to City staff;
- Negotiated a recycling cart rate with the City’s franchised hauler to provide recycling service for space constrained customers.

Project Highlights

- CalRecycle reported to City in February 2019 that they would be receiving a good faith effort and avoided a compliance order.

HF&H Team Members

Laith Ezzet-Engagement Director, Debbie Morris-Engagement Manager, Haley Kunert-Engagement Analyst

City of Lawndale

Competitive Procurement (1997, 2002, 2005, 2010, 2018)

Current Project Cost: \$110,000

Project Description

For over twenty years, the City of Lawndale has turned to HF&H to manage its solid waste contract procurement processes. As we worked with the City on each subsequent procurement, we continued to focus our efforts on the City’s commitment to augmenting its recycling programs while providing competitive rates to its residents.

<p><u>Client Contact</u></p> <p>Grace Huizar Administrative Analyst 4722 Manhattan Beach Blvd Lawndale, CA 90260 (310) 973-3273</p>

HF&H Solution

Our procurement services included preparing the RFP and franchise agreement, evaluating the proposals, and negotiating the final agreement.

We have continued to assist the City by developing a commercial hauler permit system, preparing municipal code text revisions and contract compliance, and auditing reported tonnage and remitted fees.

Project Results

In 1997, HF&H assisted the City with a competitive procurement process for residential collection services. Through this process the City transitioned from manual collection to a 3-cart automated system, and residential rates were reduced by 11%, saving ratepayers \$651,000 over the 5 year term.

In 2002, prior to the expiration of the residential solid waste collection agreement, the City again retained HF&H to lead the procurement and negotiation process. The results of this negotiated agreement included: the contractor reimbursing the City for the procurement costs; a residential rate reduction of 16%, saving ratepayers \$1.2 million over the 7 year term; an increase in City compensation of \$30,000; and design and implementation of new diversion programs

In 2005, HF&H assisted the City by drafting and negotiating an exclusive franchise agreement to provide multi-family and commercial recycling services in the City at no additional charge to the customers. The program is fully funded by AB 939 fees paid by the permitted waste haulers.

In 2010, HF&H assisted the City with the development and negotiation of a City-wide exclusive franchise agreement. Through this process the City transitioned from a commercial permit system with nine haulers to an exclusive system incorporating residential, commercial and roll-off collection services. The new agreement included additional diversion services and further rate reductions.

We are currently assisting the City with their current competitive procurement process.

Key Staff

Laith Ezzet-Engagement Director, Debbie Morris-Engagement Manager

SECTION 3: PROJECT SCHEDULE

Project Schedule – Phase I

The following is our proposed schedule to provide the requested services. HF&H will finalize the schedule at the project kick-off meeting with City staff.

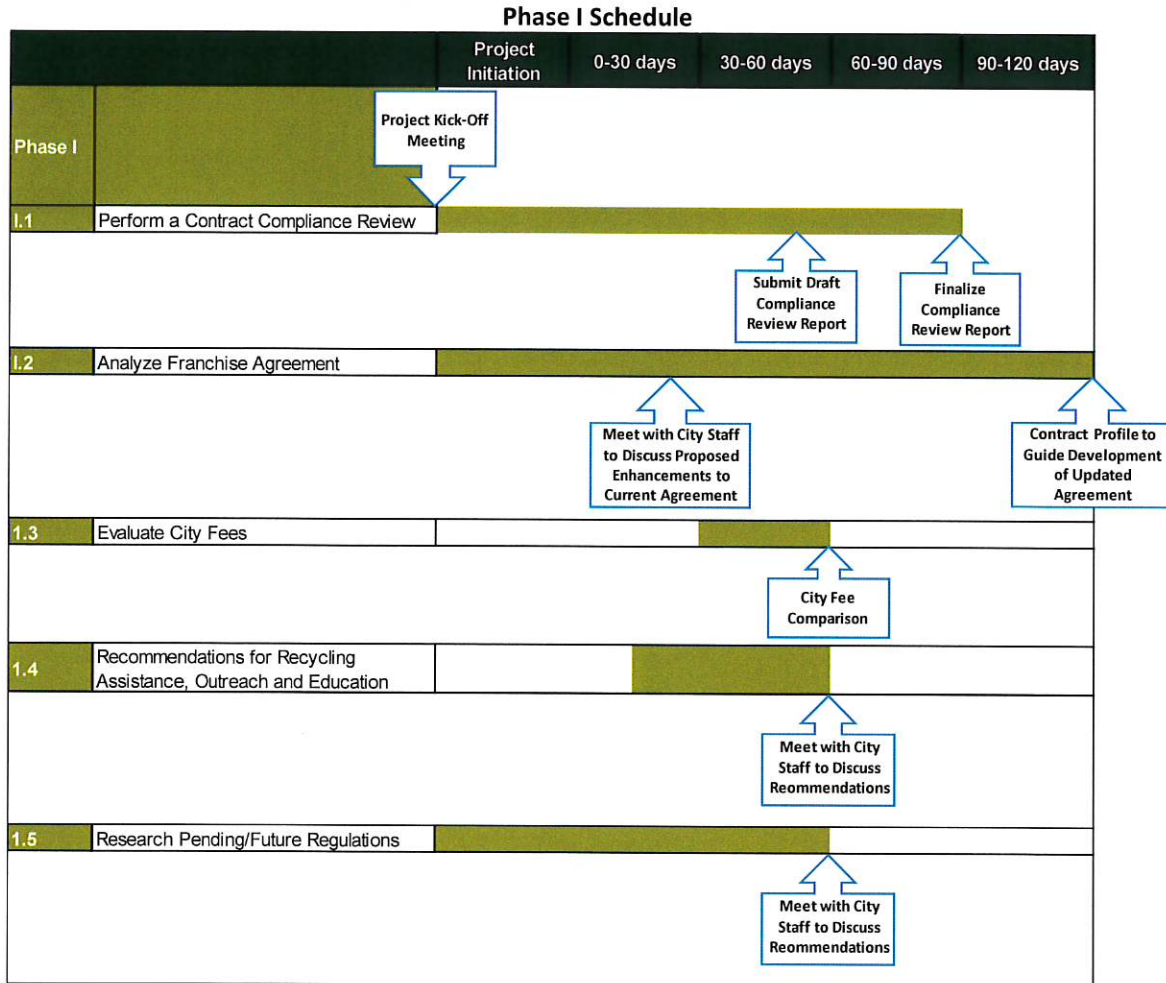


EXHIBIT 1: CLIENT TESTIMONIALS



January 21, 2014

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, California 92612

Re: Letter of Recommendation

I am pleased to recommend HF&H Consultants. HF&H has been providing solid waste consulting services to the City of Bell Gardens since 2011. The City has benefited from their breadth of solid waste industry experience and we have always found their work to be comprehensive, and their staff to be responsive to all of our requests.

On an ongoing basis, HF&H:

- Reviews the haulers' operational and financial data to ensure proper payment of city fees and reporting of tonnage.
- Reviews rate increase requests submitted by the exclusive franchised hauler on an annual basis.
- Develops measures to ensure compliance with the State's mandatory commercial recycling program.
- Prepares AB 939 Annual Reports.

As a result of this ongoing work, HF&H has assisted the City in:

- Recovering unpaid city fees.
- Working with each hauler on an individual basis to ensure compliance with the mandatory commercial recycling regulation.
- Ensuring hauler compliance – meetings between HF&H, the haulers, and the City ensured compliance with all of the requirements of the solid waste and recycling collection contract.

For me as a Director of Public Works, I take comfort knowing Debbie Morris and your team is available to respond to issues as they arise. HF&H's consistently delivers a high level of client satisfaction.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chau L. Vu', is written over a light blue background.

Chau L. Vu
Public Works Director

The City of Bellflower
Families. Businesses. Futures.

16600 Civic Center Drive, Bellflower, CA 90706
Tel 562.804.1424 Fax 562.925.8660 www.bellflower.org



June 9, 2011

Laith Ezzett
HF&H Consultants, LLC
3990 Westerly Place, Suite 195
Newport Beach, CA 92660

Dear Mr. Ezzett:

I am writing to acknowledge HF&H's important contribution to the City of Bellflower's recent negotiations with our solid waste franchisee CR&R.

CR&R has been serving the City of Bellflower since 2005 pursuant to a franchise agreement originally bid and negotiated with HF&H's assistance. In June, 2010, the City found itself facing a dramatic increase in contract street sweeping costs. CR&R became aware of this situation and expressed interest in adding street sweeping to the suite of solid waste services provided to the City in consideration of a franchise agreement extension.

This was the basis of the City's recent negotiation. Over a period of several months, HF&H assisted the City in bringing the concept to fruition. As always, you and your staff contributed your knowledge of solid waste industry trends and practices as well as your knowledge of the regulatory environment. As a smaller city, we do not have a staff person dedicated to solid waste and could not provide such a depth of knowledge without your assistance.

In addition, on a very practical level, HF&H staff prepared agendas, tracked issues, tracked and reconciled multiple versions of our 100+ page agreement, and calculated the financial consequences of various city and company proposals over time. This saved countless hours in what would otherwise have been staff and attorney time.

This agreement was of critical importance to the City at a very challenging financial juncture and I want to acknowledge HF&H's professional assistance.

Over the past number of years, not only City staff but also our franchisee and City Council have come to have confidence in HF&H's analysis as an honest broker. Your policy of only working for municipal clients reinforces our confidence in the integrity of your practice and our experience reinforces our confidence in the competency of your practice.

We look forward to continuing to work with you.

Sincerely,

Deborah R. Chankin
Director of Public Works

→ Scott A. Larsen
Mayor

Dan Koops
Mayor Pro Tem

Randy Bomgaars
Council Member

Raymond Dunton
Council Member

Sonny Santa Ines
Council Member



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 WEST OCEAN BOULEVARD • LONG BEACH, CA 90802 • (562) 570-6383 • FAX (562) 570-6012

August 29, 2016

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Mr. Ezzet:

On behalf of the City of Long Beach Public Works Department, I would like to thank you for the professional guidance and technical expertise you and your team provided during the City's recycling procurement project.

Your team was retained by the City to assist with the development of the Recycling Collection Request for Proposal (RFP); specifically these services included:

- Providing input into the terms and conditions of the RFP for the collection and processing of single family, multi-family and commercial recyclables;
- Reviewing and evaluating the received proposals;
- Assisting with background investigations, interviews, evaluation reports and final contract negotiations with the selected vendor; and
- Assisting city staff in finalizing contract language.

Throughout the procurement project you provided excellent guidance and recommendations in a professional and timely manner. The expertise provided by you and your firm greatly assisted city staff with finalizing the contact with the selected provider.

Thank you again for your assistance and guidance. We look forward to working with HF&H Consultants, LLC in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Dikran A. Melkonian".

Dikran A. Melkonian
Environmental Services Bureau Manager



City of Manhattan Beach
Department of Public Works

3621 Bell Avenue, Manhattan Beach, CA 90266
Phone: (310) 802-5313 Fax: (310) 802-5301 TDD: (310) 546-3501

February 6, 2019

HF&H Consultants, LLC
Attn: Laith Ezzet, CMC, SVP and April Hamud, Project Manager
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Laith and April,

It is difficult to put into words how thankful we are for the professional guidance and support you both have provided the City of Manhattan Beach throughout our recent solid waste RFP process. Although there are still some to-do's remaining to finalize the awarded contract, we didn't want to delay our thanks. Along with City Council, we appreciate and respect your analysis, industry-knowledge, keen understanding of complex solid-waste-specific contract issues, and your helpful can-do attitude. You both made this process so unbelievably smooth, transparent and most importantly, ethical. Given the burden that selecting a hauler can place on city staff, HF&H was instrumental in significantly lessening that burden. And the guidance and expertise you provided to us and to our city council was immeasurable. We know that HF&H has an abundance of clients all over the State of California; however, please consider us one of the most grateful for all you have done to help us.

You are both worth your weight in gold!!!

All our best,

A handwritten signature in blue ink that reads "Stephanie Katsouleas".

Stephanie Katsouleas, Public Works Director

A handwritten signature in blue ink that reads "Anna Luke-Jones".

Anna Luke-Jones, Senior Management Analyst

Visit the City of Manhattan Beach website at www.citymb.info



GARDEN GROVE SANITARY DISTRICT
11222 ACACIA PARKWAY, P.O. BOX 339, GARDEN GROVE, CALIFORNIA 92842

October 25, 2018

To Whom it May Concern

Local jurisdictions are required to have a Commercial Organics Recycling Program in place effective January 2017 as part of Assembly Bill (AB) 1826 (Chapter 727, Statutes of 2014). Some entities of which the Garden Grove Sanitary District is one may require a rate adjustment per its solid waste service provider to account for new state program implementation. In order to determine an equitable rate is achieved to fund the program; HF&H Consultants (Hilton, Farnkopf & Hobson, LLC) was chosen in 2017 to perform a formal (cost-based) rate review process on the new proposed organic rates, and to negotiate on behalf of the City/District with our solid wastes service provider to develop an amendment to our Franchise Agreement.

HF&H Consultants is a management consulting firm established in 1989 with a focus on municipalities. HF&H has more than 25 years of solid waste operations and consulting experience, and during that time has conducted hundreds of solid waste management consulting projects for clients throughout California. HF&H has provided our City/District staff with excellent advisement on all aspects of the Commercial Organics Recycling Program as well as formidably representing our City/District in negotiating a reasonable service rate adjustment with our solid wastes service provider. HF&H services provided consists of reviewing background information, preparing for negotiations, briefing City Staff on negotiation status, preparing draft amendment to franchise agreement, reporting results and making recommendations.

I highly recommend HF&H Consultants' services to government entities that need such highly marked solid waste management industry skills as that of which HF&H possesses. Please feel free to contact me at (714) 741-5956 if additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "A. J. Holmon III", with a long, sweeping horizontal line extending to the right.

A. J. Holmon III
Environmental Services
Division Manager

Mayor
 CHAD P. WANKE

Mayor Pro Tem
 RHONDA SHADER

Councilmembers:
 CRAIG S. GREEN
 WARD L. SMITH
 JEREMY B. YAMAGUCHI

The People are the City



401 East Chapman Avenue – Placentia, California 92870

City Clerk:
 PATRICK J. MELIA

City Treasurer
 KEVIN A. LARSON

City Administrator
 DAMIEN R. ARRULA

May 10, 2018

Laith Ezzet, CMG
 Senior Vice President
 HF&H Consultants, LLC
 19200 Von Karman Avenue, Suite 360
 Irvine, CA 92612

Dear Mr. Ezzet:

On behalf of the City of Placentia, I would like to convey my sincere appreciation to you and the HF&H Team for providing professional and technical expertise during the successful contract negotiations with Republic Services. The negotiations were completed on time, within budget, and ultimately approved by the City Council well in advance of the City's target date to execute the agreement amendment.

As you know, this was the City's first time utilizing the services of HF&H. The City is pleased with the successful negotiations HF&H executed. HF&H provided quality data analysis which allowed for tough but fair contract negotiations; thus, insuring the highest level of service to the community at competitive rates. Our recent negotiations concluded with a agreement amendment with the following enhancements:

- A sector-wide competitive rate for commercial organics services.
- New organics program that complies with AB 1826 requirements.
- Focus on accountability, including reporting to meet CalRecycle requirements and a rate rebalancing mechanism to ensure the organic waste collection rate is accurate and fair for customers.

This letter serves not only as a reference for your professionalism and high quality of work, but as confirmation that the HF&H Team provides results that ultimately benefit the City, its residents and businesses we serve.

Thank you again for the opportunity to work with you and the HF&H Team. I am available to discuss specifics by phone at (714) 993-8120 or by email at lestevez@placentia.org

Sincerely,


Luis Estevez,
 Director of Public Works



CITY OF YORBA LINDA

P.O. BOX 87014

CALIFORNIA 92885-8714

May 9, 2018

Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Laith,

On behalf of the City of Yorba Linda, I would like to express my appreciation to you and your team for assisting us with our recent contract amendment negotiations with Republic Services. We truly valued your expertise and guidance through this very complex subject matter, which we could not have navigated alone. We believe the negotiations were successfully completed on time, within budget and resulted in a substantial savings to the businesses of Yorba Linda.

Thank you for all your hard work, effort, professionalism and dedication. It was a pleasure working with you and your team and we look forward to other opportunities to engage HF&H in the future.

Sincerely,

A handwritten signature in cursive script that reads "David Christian".

David Christian
Assistant City Manager

BIRTHPLACE OF RICHARD NIXON · 37TH PRESIDENT OF THE UNITED STATES



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Elaine Jeng, P.E.
Public Works & Utilities Director

Jonathan Wu, P.E.
Interim City Engineer

September 14, 2017

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, California 92612

Re: Letter of Recommendation

On behalf of the City of El Monte, I would like to take this opportunity to express my appreciation for the outstanding services provided by HF&H Consultants.

The City of El Monte retained HF&H Consultants in 2015 to provide diversion program implementation and monitoring, regulatory compliance planning and assistance, solid waste contract monitoring, auditing services, grant management, and representing the City at community events on an ongoing basis.

HF&H's "hands-on" approach to solid waste consulting has assisted the City in:

- Developing and implementing a plan to gain compliance with assembly bills 341 and 1826;
- Ensuring that the franchised haulers are complying with the terms and conditions contained in the solid waste agreements, and paying City fees accurately;
- Streamlining the City's construction and demolition process to ensure the capture of the all projects within the City to maximize diversion, and updating the City's construction and demolition debris ordinance to align with CalGreen requirements; and,
- Developing an effective plan to decrease illegal dumping.

HF&H's professional and well-qualified staff has been a benefit to the City, and I am pleased to have the opportunity to recommended HF&H Consultants to other jurisdictions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elaine Jeng".

Elaine Jeng, P.E.
Director of Public Works and Utilities

11333 VALLEY BOULEVARD, EL MONTE, CALIFORNIA 91731-3293 / (626) 580-2058
WEBSITE: www.elmonteca.gov



City of Whittier

13230 Penn Street, Whittier, California 90602-1772
(562) 567-9500

October 2, 2017

Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Laith:

I would like to thank you and your team for providing the technical expertise to finalize solid waste collection franchise agreements with Republic and Athens Services. As you know, the City had previously gone through a RFP process with another consulting firm in order to award a franchise agreement for the entire City. Going from a three-zone system with two private haulers and City crews to one private hauler for the entire City proved to be controversial. The RFP process ended in a referendum halting the award of the franchise agreement.

You and your team were tasked with negotiating long-term agreements with two haulers to service two separate City zones. Council's requirement to have the rate schedules in both franchise agreements match added complexity to the negotiation process. You were able to accomplish this while also negotiating valuable improvements from previous agreements including:

- An increased franchise fee
- A fair price for the purchase of City-owned equipment by one of the haulers
- A 50-hour per week porter to maintain the Uptown commercial district
- Free roll-out service for residents with disabilities
- 48 special clean ups per year from each hauler to include homeless encampment clean ups.

Thank you again for your support and professional expertise during the negotiation process. Public Works Manager, Vicki Smith, and I are available to discuss the process by phone at 562.567.9500 or by email at dschickling@cityofwhittier.org or vsmith@cityofwhittier.org.

Sincerely,

David Schickling
Director of Public Works

0:\Staff\Vicki Smith\Correspondence\HF&H Reference Letter.docx



PALMDALE

a place to call home

June 21, 2017

Mr. Laith Ezzet
Senior Vice President
HF&H Consultants, LLC
19200 Von Karmen Avenue, Suite 360
Irvine, CA 92612

Dear Laith,

On behalf of the City of Palmdale, I would like to thank you for all of the assistance you have provided us with our Request for Proposals for Integrated Solid Waste Management (RFP). Your team provided us with the technical and professional expertise needed to have a successful RFP process that yielded great results.

Thanks to HF&H, we were able to present the City Council with two excellent agreements for consideration. Each proposed agreement would help save residents money while also addressing very difficult problems that are being encountered in the waste industry today, helping us future plan to protect against extraordinary rate increase requests thanks to ever changing waste diversion requirements. With your help, we were able to bring forward great options, with the difficulty being based on which option was best, versus how the public would react to the changes that needed to be made. Additionally, we will now have a greater waste diversion infrastructure, one that will provide our City with waste diversion security for years to come.

Thank you again for all of the assistance you have provided to the City with our RFP. We look forward to potentially working with you with our future waste division needs. If anyone would like to learn more about our RFP process, please don't hesitate to have them contact Benjamin Lucha, Senior Management Analyst, at blucha@cityofpalmdale.org or 661/267-5308.

Sincerely,


James Purtee
City Manager

www.cityofpalmdale.org

JAMES C. LEDFORD
Mayor
STEVEN D. HOFBAUER
Mayor Pro Tem
LAURA BETTENCOURT
Councilmember
AUSTIN BISHOP
Councilmember
JUAN CARRILLO
Councilmember

38300 Sierra Highway
Palmdale, CA 93550-4798
Tel: 661/267-5100
Fax: 661/267-5122
TDD: 661/267-5167

*Auxiliary aids provided for
communication accessibility
upon 72 hours notice and request.*

AL



October 24, 2017

Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Dear Mr. Ezzet:

On behalf of the City of Aliso Viejo, I would like to convey my sincere appreciation to you and the HF&H Team for your assistance with our successful contract negotiations with CR&R Waste Management Services. The negotiations were completed on time, within budget, and ultimately approved by the City Council well in advance of the agreement expiration.

As you know, I have utilized HF&H on more than one occasion, while working for different agencies and negotiating waste hauler contracts with various providers. In my experience, HF&H provides the highest quality data analysis which allows for tough but fair contract negotiations; thus, insuring the highest level of service to the community at competitive rates. Our recent negotiations concluded with a contract with the following enhancements:

- ◆ No customer rate increases for the first two years
- ◆ Increased franchise fee revenue by \$185,000 per year
- ◆ Rate decrease for organics recycling
- ◆ Free wheel out service for disabled residents
- ◆ 10% rate discount for seniors
- ◆ Free bulky item collection for multi-family premises

Thank you again for providing the City with your expertise, professionalism and dedication. If there is anything I can do for you in the future, please contact me by email or by phone at (949) 425-2510.

Sincerely,

David A. Doyle
City Manager
ddoyle@cityofaliso Viejo.com

MAYOR
Dave Harrington

MAYOR PRO TEM
Phillip B. Tsunoda

COUNCIL MEMBER
Ross Chun

COUNCIL MEMBER
Mike Munzing

COUNCIL MEMBER
William A. Phillips

CITY MANAGER
DAVID A. Doyle

CITY ATTORNEY
Scott C. Smith

CITY CLERK
Mitzi Ortiz, MMC



Mayor L. Dennis Michael | Mayor Pro Tem Sam Spagnolo
Council Members William J. Alexander, Lynne Kennedy, Diane Williams
City Manager John R. Gillison

CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | P.O. Box 807 | Rancho Cucamonga, CA 91729-0807 | 909.477.2700 | www.CityofRC.us

July 14, 2016

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Ave. Suite 360
Irvine, CA 92612

Dear Laith,

On behalf of the City of Rancho Cucamonga, I would like to thank both you and your team for the professional guidance and technical expertise you provided during our contract negotiations with Burrtec Waste Industries. The staff at HF&H provided a comprehensive evaluation of current and enhanced services, identifying a number of key elements that were missing from the current agreement. In addition to the analysis, HF&H prepared a new agreement and rate adjustment formula in a short amount of time, and advised city staff who led the negotiations. The City Council unanimously approved a new updated franchise agreement with numerous enhancements that was developed through the combined efforts of City staff and the HF&H Team.

The updated franchise agreement has the following key enhancements:

- For the first time, there will be a 5% cap on future rate adjustments.
- Rate adjustment methodology and formula included in agreement.
- Liquidated damages section with penalties for failure to meet performance standards as outlined in the agreement.
- Street sweeping services to be provided at no cost to the City or customers.
- Minimum overall diversion requirement with a 2% franchise fee increase if hauler fails to meet diversion standard.
- Free collection of trash and recyclables at City facilities, special events and community clean ups.

Please feel free to use the City of Rancho Cucamonga as reference. Thank you again for your expertise and professional guidance through the process.

Sincerely,

Linda Ceballos
City of Rancho Cucamonga
Environmental Programs Manager



Inglewood

California

Public Works Department
ONE MANCHESTER BOULEVARD / INGLEWOOD, CA. 90301 / P.O. BOX 6500 / INGLEWOOD, CA. 90312
Telephone (310) 412-5333 / Fax (310) 412-5552
www.cityofinglewood.org

LOUIS A. ATWELL, P.E.
PUBLIC WORKS DIRECTOR

December 15, 2016

Mr. Laith Ezzet, CMC
Senior Vice President
HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612

Re: Letter of Recommendation

Dear Mr. Ezzet:

This letter is provided as recommendation of HF&H Consultants, LLC. HF&H has assisted the City of Inglewood in the area of solid waste consulting and recycling projects since 2006.

HF&H Consultants are a great business partner to the City. Their leadership and extensive knowledge of solid waste practices, contract procurement, negotiations and sustainability principles has proven to be invaluable for Inglewood. Inglewood's current franchise agreement is far and above industry standards due in part to the fact that HF&H understands the City's mission to provide the best trash disposal and recycle services to our residential and commercial customers.

HF&H's ability to serve Inglewood with prompt responsiveness, accountability and professional commitment goes a long way to solidify our trust in them. HF&H is nationally known as "Leaders in Managing Tomorrow's Resources Today"; here in Inglewood, we have found that to be true. HF&H takes pride in the services they provide to their clients in California. They painstakingly ensure that all reports, data requests and rate calculations are provided accurately. Their breadth of experience is depended upon to assist the City to maintain its compliance with state, local and federal agencies.

I wholeheartedly recommend HF&H Consultants, LLC to any entity that is looking for a high quality, state of the art and professional operation.

Respectfully,


Angela Williams
Environmental Services Manager

EXHIBIT 2: CLIENT LIST

Aerojet General Corporation	City of Campbell
Alameda County Clean Water Program	City of Canyon Lake
Alameda County Waste Management Authority	City of Carlsbad
Alameda County Water District	City of Carmel-by-the-Sea
Amador Water Agency	City of Carpentaria
Bay Area Water Supply & Conservation Agency	City of Carson
Bear Creek Valley Sanitary	City of Carson City, Nevada
CSU, Monterey Bay	City of Cerritos
California Water Service Company	City of Chandler
CalRecycle	City of Chino
Carmichael Water District	City of Chula Vista
Castro Valley Sanitary District	City of Clovis
Central Contra Costa Sanitary District	City of Compton
Central Contra Costa Solid Waste Authority (RecycleSmart)	City of Concord
Chittenden Solid Waste District	County of Contra Costa
City of Adelanto	City of Corte Madera
City of Alameda	City of Cotati
County of Alameda	City of Covina
City of Albany	City of Cudahy
City of Aliso Viejo	City of Cupertino
City of Anaheim	City of Daly City
City of Antioch	City of Dana Point
City of Arcadia	City of Davis
City of Ashland	City of Del Mar
City of Atherton	City of Diamond Bar
City of Atwater	City of Downey
City of Azusa	City of Dublin
City of Bakersfield	City of East Palo Alto
City of Barstow	City of El Centro
City of Bell Gardens	City of El Cerrito
City of Bellflower	County of El Dorado
City of Belmont	City of El Monte
City of Belvedere	City of Elk Grove
City of Benicia	City of Emeryville
City of Berkeley	City of Encinitas
City of Beverly Hills	City of Eugene
City of Brea	City of Fair Oaks
City of Brentwood	Town of Fairfax
City of Burbank	City of Fairfield
City of Burlingame	City of Fillmore
City of Calabasas	City of Florence
City of California City	City of Folsom
City of Camarillo	City of Fort Bragg
	City of Fort Collins, CO
	City of Fortuna
	City of Foster City

Proposal to Provide Solid Waste Consulting Services

- City of Fremont
- City of Fresno
- County of Fresno
- City of Fullerton
- City of Galt
- City of Garden Grove
- City of Gilroy
- City of Glendale, Arizona
- City of Glendale, California
- City of Glendora
- City of Goodyear
- City of Granada
- City of Gridley
- City of Guadalupe
- City of Hawthorne
- City of Hayward
- City of Healdsburg
- City of Hercules
- City of Hermosa Beach
- City of Hesperia
- Town of Hillsborough
- City of Hollywood
- County of Humboldt
- City of Huntington Park
- City of Imperial Beach
- City of Indian Wells
- City of Indio
- City of Inglewood
- City of Irvine
- City of Kensington
- County of Kern
- City of La Canada-Flintridge
- City of La Habra
- City of La Palma
- City of La Puente
- City of La Quinta
- City of La Verne
- City of Laguna Beach
- City of Laguna Niguel
- City of Lake Forest
- City of Lancaster
- City of Larkspur
- City of Lathrop
- City of Lawndale
- City of Lincoln
- City of Litchfield Park, AZ
- City of Livermore
- City of Lodi
- City of Lompoc
- City of Long Beach
- City of Los Alamitos
- City of Los Altos
- Town of Los Altos Hills
- City of Los Angeles
- County of Los Angeles
- City of Los Banos
- Town of Los Gatos
- City of Lynwood
- City of Manhattan Beach
- City of Manteca
- County of Marin
- City of Marina
- City of Martinez
- County of Mariposa
- City of Menlo Park
- County of Mendocino
- County of Merced
- City of Mesa
- City of Mill Valley
- City of Millbrae
- City of Milpitas
- City of Mission Viejo
- City of Modesto
- County of Mono
- City of Monrovia
- City of Montclair
- City of Monte Sereno
- City of Monterey Park
- City of Morgan Hill
- City of Mountain View
- City of Murrieta
- City of Napa
- County of Napa
- County of Nevada, CA
- City of Newark
- City of Newport Beach
- City of Newport, OR
- County of North San Diego
- City of Northridge
- City of Norwalk
- City of Oakland
- Oakwood Lake Water District
- City of Oceanside
- City of Ogden, UT
- City of Ojai
- Town of Old Sacramento
- City of Ontario
- City of Orange

Proposal to Provide Solid Waste Consulting Services

County of Orange	City of San Clemente
City of Oroville	City of San Diego
City of Oxnard	County of San Diego
City of Pacific Grove	City of San Fernando
City of Pacifica	City of San Francisco
City of Palm Desert	County of San Joaquin
City of Palm Springs	City of San Jose
City of Palmdale	City of San Juan Capistrano
City of Palo Alto	City of San Leandro
City of Palos Verdes Estates	City of San Luis Obispo
Town of Paradise	County of San Luis Obispo
City of Paramount	City of San Mateo
City of Pasadena	County of San Mateo
City of Paso Robles	City of San Pablo
City of Peoria, AZ	City of San Rafael
City of Petaluma	City of San Ramon
City of Pico Rivera	City of Sand City
City of Piedmont	City of Sandy
City of Pinole	City of Sanger
City of Pittsburg	City of Santa Ana
City of Placentia	City of Santa Barbara
City of Pleasanton	County of Santa Barbara
City of Pomona	City of Santa Clarita
City of Port Hueneme	City of Santa Cruz
City of Portland	County of Santa Cruz
City of Portola Valley	City of Santa Monica
City of Poway	City of Santa Paula
City of Rancho Cordova	City of Santa Rosa
City of Rancho Cucamonga	City of Santa Ynez
City of Rancho Palos Verdes	City of Santee
City of Rancho Santa Margarita	City of Saratoga
City of Redondo Beach	City of Sausalito
City of Redwood City	City of Seal Beach
City of Reedley	City of Seaside
City of Ridgecrest	City of Seattle
City of Rio Vista	City of Sebastopol
City of Riverside	City of Sedona, AZ
County of Riverside	City of Selma
City of Rohnert Park	County of Sonoma
City of Roseville	City of South Gate
City of Sacramento	City of South San Francisco
County of Sacramento	City of Stockton
City of Saginaw	City of Sunnyvale
Town of San Anselmo	County of Sutter
City of San Bernardino	Town of Tiburon
County of San Bernardino	City of Temecula
City of San Bruno	City of Thousand Oaks
City of San Buenaventura	City of Torrance
City of San Carlos	City of Tracy

Proposal to Provide Solid Waste Consulting Services

Town of Truckee	Greater Vancouver Water District
County of Tulare	Groveland Community Services District
City of Tustin	Hayward Area Recreation District
City of Ukiah	Humboldt Waste Management Authority
City of Union City	Irish Beach Water District
City of Upland	Josephine County/Grants Pass SWA
City of Vacaville	Kensington Police Protection
City of Vallejo	Lake County / City Area Planning Council
City of Vancouver, WA	Lane County Waste Management
County of Ventura	Las Gallinas Valley Sanitary District
City of Vernon	Los Angeles County Sanitation District
City of Victorville	Los Angeles Department of Water & Power
City of Visalia	Los Trancos County Water District
City of Walnut Creek	Lukins Brothers Water Company
City of Watsonville	Malaga County Water District
City of West Hollywood	Marin County Community Development Agency
City of West Linn, OR	Marin Municipal Water District
City of Whittier	Mendocino Solid Waste Management Authority
City of Willits	Metropolitan Water District
Town of Windsor	Monterey Regional Waste Management District
City of Winters	Mountain View Sanitary District
City of West Sacramento	Municipality of Anchorage
City of Woodland	National Association of Theatre Owners
County of Yolo	Natural Resources Defense Council
City of Yorba Linda	North American Development Bank
City of Yountville	North Coast County Water District
County of Yuba	Novato Sanitary District
Town of Yucca Valley	Olivenhain Municipal Water District
Clackamas County Sunnybrook Service Ctr.	Oro Loma Sanitary District
Coachella Valley Association of Gov.	Pebble Beach Community Services District
Coastside County Water District	Placer County Water Agency
Contra Costa Water District	Riverside County Waste Resource Management District
Costa Mesa Sanitary District	Ross Valley Sanitary District
Delta Diablo Sanitation District	Sacramento Regional Solid Waste Authority
DERWA (DSRSD-EBMUD Recycled Water Authority)	San Francisquito Creek JPA
Disneyland Resort	San Gabriel Valley Council of Governments
Dublin San Ramon Services District	San Juan Water District
East Bay Municipal Utilities District	Sanitary District No. 5 of Marin County
East Palo Alto Sanitation District	Santa Anita Associates, LLC
Fairfield-Suisun Sewer District	
Fred Hutchinson Cancer Research Center	
Fremont Unified School District	
G.L. Mezzetta	
Glenn County Public Works	
Golden Hills Community Services District	

Santa Clara Valley Water District
Santa Margarita Water District
Sausalito-Marín City Sanitary District
Scotts Valley Water District
Sharon Heights Golf & Country Club
Silicon Valley Animal Control Authority
Solano Irrigation District
Sonoma County Water Agency
South Bayside Waste Mgmt. Authority
South Coast Water District
South County Fire
South El Monte Joint Defense Group
Southeast Water Coalition JPA
Stanford University
Stanislaus County
Superior Court Orange County
SWANA
Tamalpais Community Services District
The Presidio Trust
The Santaluz Club
The State Bar of California
Union Sanitary District
United Water Conservation District
University Enterprises (CSU System)
University of California Berkeley
Veterans Home Administration
Waterworks Technologies, Inc.
West Bay Sanitary District
West Contra Costa Integrated Waste
Management Authority
West Contra Costa Unified School
District
West Valley Solid Waste Management
Authority
Westborough Water District
Western Hills Water District
Western Municipal Water District
Western Riverside Council of
Government

FEE ESTIMATE

Our consulting costs are summarized below. In most of the contracting processes we have conducted for other cities, the contractor is required to reimburse the City for its consulting costs.

Billing, Personnel Hourly Rates, and Expense Costs for Both Negotiations and Competitive RFP Process

HF&H will bill you once per month based on the number of hours worked multiplied by our hourly billing rates, plus expenses incurred. Payment is due within 30 days of invoicing.

Hourly rates through December 31, 2021 for professional and administrative personnel are listed below. Rates will adjust each January 1 by 2.5%.

<u>Position</u>	<u>Rate</u>
President/Senior Vice President	\$299
Senior Project Manager	\$260 - \$285
Senior Associate/Project Manager	\$199 - \$235
Associate Analyst	\$159 - \$165
Assistant Analyst	\$120 - \$160
Administrative Staff	\$100 - \$120

Expenses will be billed as follows:

Automobile Travel	Prevailing IRS mileage rate
Postage, Overnight Mail and Couriers	Actual

Fee Estimate – Contract Negotiations

We will perform the solid waste agreement negotiations scope of work submitted to the City of South Gate on February 25, 2019, based on time and materials, not to exceed \$89,000 without prior written City authorization. Our actual costs could be higher or lower than this amount, depending on the complexity of issues raised by the contractor, the number of negotiation sessions required, and other factors that cannot be precisely estimated in advance

The work plan itemizes hours by task and staff classification. Hours may be shifted among tasks.

Contract Negotiation Work Plan

Task Description	Sr. Vice President	Sr. Project Manager	Staff	Total Hours
1 Develop New Contract Provisions and Prepare Updated Agreement				
A. Draft franchise agreement	20	40	16	76
B. Revise documents once after review by City Attorney and other City staff	8	16	4	28
Subtotal: Task 1 Hours	28	56	20	104
2 Negotiate Rates, Terms and Conditions of Desired Services				
A. Meet and negotiate with Waste Management and advise City as to value and reasonableness of requested contract changes and proposed rates	22	42	-	64
B. Analyze proposed rates and document negotiated deal points	12	16	16	44
Subtotal: Task 2 Hours	34	58	16	108
3 Gather and Review Hauler Operating Data to Evaluate the Reasonableness of Proposed Rates				
A. Gather operating data	8	8	14	30
B. Review Waste Management's operating data and evaluate the reasonableness of proposed rates	20	20	16	56
Subtotal: Task 3 Hours	28	28	30	86
4 Prepare Negotiated Agreement				
A. Update draft agreement, provide to City staff and City Attorney for review and make one-set of revisions	8	16	8	32
Subtotal: Task 4 Hours	8	16	8	32
5 Attend City Council Meeting				
A. Prepare for and attend Council meeting for approval of final agreement	8	8	4	20
Subtotal: Task 5 Hours	8	8	4	20
Total Hours	106	166	78	350
Hourly Rate	\$ 299	\$ 269	\$ 160	
Subtotal	\$ 31,694	\$ 44,654	\$ 12,480	\$ 88,828
Expenses				\$ 172
Total Fees and Expenses				\$ 89,000

Fee Estimate – Competitive RFP Process

We will perform the scope of work for the competitive procurement submitted to the City of South Gate on February 25, 2019, based on time and materials. The estimated total budget is \$150,000. Our actual costs could be higher or lower than this amount, depending on the complexity of the City's contracting process, the number of proposals to be evaluated, the number of negotiation sessions required, and other factors that cannot be precisely estimated in advance

The proposed work plan includes preparation of an integrated residential and commercial RFP, gathering operating data, soliciting proposals, conducting a pre-proposal conference, evaluating up to four proposals, participating in the negotiation sessions identified in the work plan, and finalizing an agreement with one proposer. Should more than four proposals be submitted, we estimate that the budget will increase by \$5,900 per proposal. If agreements are finalized with more than one proposer, our cost will increase by \$6,500 for each additional agreement.

The work plan on the next page itemizes hours by task and staff classification. Hours may be shifted among tasks and staff.

Solid Waste Agreement Competitive Procurement Work Plan

Task Description	Sr. Vice President/ President	Sr. Project Manager	Staff	Total Hours/Fees
1. Gather and Review Operating Data				
A. Develop data collection forms, and excel worksheets to document the data submitted by City and Waste Management	8	8	14	30
Subtotal: Task 1 Hours	8	8	14	30
2. Prepare and Issue Request for Proposals				
A. Prepare service specifications, draft RFP and agreement	20	80	24	124
B. Revise documents after review by City Attorney, other City staff, and potential proposers	8	16	-	24
C. Attend Council meeting to approve RFP package	5	5	-	10
D. Prepare for and attend proposers' conference	8	8	-	16
E. Prepare addenda	6	26	2	34
Subtotal: Task 2 Hours	47	135	26	208
3. Review and Evaluate Proposals				
A. Review proposals for completeness	-	8	-	8
B. Evaluate complete proposals (maximum of four)	12	24	40	76
C. Prepare follow-up questions for proposers	6	8	-	14
D. Review responses and clarify unresolved issues	12	12	4	28
E. Discuss preliminary evaluation with City staff	6	6	-	12
F. Interview proposers	16	16	-	32
G. Contact references for recommended proposer	1	2	8	11
H. Prepare evaluation report, review with City staff and present to City Council	22	40	8	70
Subtotal: Task 3 Hours	75	116	60	251
4. Negotiate Final Agreement and Prepare a New Agreement				
A. Prepare for and participate in negotiating session	20	24	-	44
B. Prepare revised portions of Agreement	8	30	-	38
C. Attend Council meeting for approval of final agreement	4	4	-	8
Subtotal: Task 4 Hours	32	58	-	90
Total Hours	162	317	100	579
Hourly Rate	\$ 299	\$ 269	\$ 160	
Subtotal	\$ 48,438	\$ 85,273	\$ 16,000	\$ 149,711
Expenses				\$ 289
Total Fees and Expenses				\$ 150,000

AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND USA WASTE OF CALIFORNIA, INC. FOR COMMERCIAL/INDUSTRIAL AND RESIDENTIAL REFUSE COLLECTION AND RECYCLING SERVICES

This Agreement for Commercial/Industrial and Residential Refuse Collection and Recycling Services (hereinafter, the "Agreement"), is entered into and executed as of January 25, 2011, and effective as of the 25 day of January, 2011, by and between the CITY OF SOUTH GATE (hereinafter, the "City"), a municipal corporation, organized and existing under the laws of the State of California, and USA WASTE OF CALIFORNIA, INC dba WASTE MANAGEMENT OF LOS ANGELES, a Delaware Corporation (hereinafter, the "Contractor").

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 49100, et seq.; hereinafter the "Act") established a solid waste management process that requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS, pursuant to Chapter 13.100 and Section 40059(a) of the Public Resources Code, the City is authorized to enter into an exclusive agreement for the collection and disposal of solid waste; and

WHEREAS, the Contractor and City entered into that certain agreement entitled Franchise Agreement between the City of South Gate and USA Waste of California, Inc. for Commercial/Industrial and Residential Refuse Collection and Recycling Services; ("Prior Agreement"), dated May 10, 2005; and

WHEREAS, the City and the Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including the Act, Resource Conservation and Recovery Act ("RCRA"), and Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"); and

WHEREAS, there are no places within the limits of the City where landfills are located, or that are suitable for the siting of a landfill, and solid waste must, therefore, be exported from the City; and

WHEREAS, the Contractor has represented and warranted to City that it has the experience, responsibility, and qualifications to provide collection of solid waste (including green waste) and recyclables, and to arrange with residents and other entities in the City for the collection, safe transport, processing and disposal of solid waste and recyclables in compliance with applicable laws;

WHEREAS, the City is participant in the Los Angeles Integrated Waste Management Authority ("LARA"), for the purpose of assisting to meet its diversion obligations under AB 939; and

WHEREAS, the Contractor and the City desire to renew their arrangements to provide solid waste handling services and to modify the terms and conditions of the Prior Agreement as set forth in this Agreement; and

WHEREAS, this Agreement is intended to replace and supersede the Prior Agreement in its entirety, except for Contractor's indemnification of the City arising from matters occurring prior to the effective date of this Agreement.

WHEREAS, in accordance with California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified company for the collection, transportation, recycling, processing, and disposal of solid waste, and for other services related to meeting the diversion goals of AB 939 and other requirements of the California Integrated Waste Management Act.

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

1. **DEFINITIONS.** Whenever any term used in this Agreement has been defined by Chapter 13.100 of the South Gate Municipal Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in Chapter 13.100 or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement.
 - 1.1. **AB939** means the California Integrated Waste Management Act of 1989, as amended (Public Resources Code §40000 et seq.), and implementing regulations of CalRecycle.
 - 1.2. **ACCOUNT** means premises located within the City receiving services pursuant to this Agreement, or the person arranging for services pursuant to this Agreement, as the case may be. The word "account" is used interchangeably with the terms "customer," "commercial/Industrial business owner," or "residential occupant" used in this Agreement.
 - 1.3. **ACTIVATION FEE** means a fee charged by Contractor to compensate if for expenses incurred in commencing services to a new commercial/industrial account, or where re-establishing service following a suspension of service due to non-payment. However, the activation fee will not apply to existing commercial/industrial accounts that move to a new business location within the City.
 - 1.4. **AGREEMENT** means this Amended and Restated Solid Waste Franchise Agreement between the City and Contractor, including all exhibits and attachments, and any amendments.

- 1.5. **APPLICABLE LAW** means RCRA, CEQA, any legal entitlement and any other law, ordinance, rule, regulation, requirement, guideline, permit, action, determination or order of any governmental entity having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, management, operation or maintenance of facilities used for the collection, handling, transportation or disposal of solid waste, green waste, recyclable materials, or construction and demolition waste, or any other transaction or matter contemplated herein (including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, building codes, non-discrimination and the payment of minimum wages). Applicable Law includes Health & Safety Code, Division 25.5, known as the Global Warming Solutions Act of 2006.
- 1.6. **BAGSTER® BAG** means a soft-sided polypropylene Container that can hold up to 3,000 pounds of Solid Waste, is purchased by the customer at a local hardware or home supply store by the customer, and is collected by Contractor using a special vehicle with an overhead crane.
- 1.7. **BAGSTER® SERVICE** means a method for residential or commercial/industrial customers to arrange for collection of solid waste as an alternative to temporary bin or roll-off service, using a Bagster® bag. Contractor will provide for collection/processing of the Bagster® bag. Bagster® Service is considered a temporary service, and will be charged as a service fee.
- 1.8. **BIN** means a metal or rigid plastic container with a capacity of one to eight cubic yards, having a hinged lid and wheels, which is serviced by a front-end loading truck.
- 1.9. **BIN SERVICE** means collection services provided to accounts using bins provided by Contractor. Bin service may be provided to either residential premises or commercial/industrial premises on a permanent or temporary basis.
- 1.10. **BIOHAZARDOUS WASTE** means those materials defined as "biohazardous waste" in Health and Safety Code §117635.
- 1.11. **BULKY ITEMS** means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "e-waste"); wood waste, tree trunks, and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky items do not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or any other items that exceed eight (8) feet in length, four (4) feet in width, weigh more than 250 pounds, or cannot be handled by two persons. Bulky items do not include waste tires or hazardous waste.

- 1.12. CALRECYCLE means the California Department of Resources Recycling and Recovery, or any successor agency.
- 1.13. CART means a plastic container with a capacity of approximately 64 to 101 gallons, having a hinged lid and wheels, which is serviced by an automated side-loading truck.
- 1.14. CART SERVICE means collection services provided to accounts using carts provided by Contractor. Cart service may be provided to either residential premises or commercial/industrial premises on a permanent basis.
- 1.15. CITY means the City of South Gate.
- 1.16. CITY COUNCIL means the South Gate City Council.
- 1.17. CITY MANAGER means the City Manager of the City of South Gate or such officer's designee.
- 1.18. COLLECTION means the operation of gathering together and transporting to the point of disposal or processing, all solid waste, green waste, recyclable materials or construction and demolition waste.
- 1.19. COMMERCIAL BUSINESS OWNER means any individual proprietor, person, firm, partnership, corporation or other entity holding or occupying, singly or with others, commercial/industrial premises, whether or not the holder of the title or owner of record of the commercial/industrial premises.
- 1.20. COMMERCIAL/INDUSTRIAL PREMISES means all occupied real property in the City, other than residential premises, and shall include, without limitation, wholesale and retail establishments, restaurants and other food establishments, bars, stores, shops, offices, industrial establishments, manufacturing establishments, service stations, repair, research and development establishments, professional, services, sports or recreational facilities, construction and demolition sites and any other commercial or industrial business facilities, structures, sites, or establishments in the City.
- 1.21. CONSTRUCTION AND DEMOLITION WASTE means used or discarded construction materials removed from premises during the construction, renovation or demolition of a structure or premises, including rocks, soil, tree remains, and other green waste which normally results from land clearing or land development operations.
- 1.22. CONTAMINATION FEE means an amount charged by Contractor to commercial/industrial accounts to recover its costs for separating solid waste placed in recyclable materials or green waste containers, or for arranging special, unscheduled solid waste collections, due to placement of solid waste in a recyclable materials container by a commercial account.
- 1.23. CONTRACTOR means USA Waste of California, Inc., a Delaware corporation.

- 1.24. CONTRACTOR'S MATERIAL RECOVERY FACILITY means the South Gate Transfer Station/MRF, located at 4489 Ardine Street, South Gate, California.
- 1.25. DISPOSAL means the entire operation of treating and disposing of accumulations of refuse and of the product or residue resulting from such treatment.
- 1.26. EFFECTIVE DATE means the Effective Date of this Agreement, which is January 25, 2011.
- 1.27. E-WASTE means discarded stereos, televisions, computers, VCR's, and other similar items, including but not limited to any "covered electronic device" as defined in Public Resources Code §42463(f).
- 1.28. FOOD WASTE means solid waste comprised of animal, fruit or vegetable matter that attends the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables.
- 1.29. FORCE MAJEURE means a delay or failure in performance of duties under this Agreement by circumstances beyond the affected party's control, whether or not foreseeable, including, without limitation, acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint. A force majeure event may also arise from other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected party.
- 1.30. GREEN WASTE means leaves, grass, weeds, and wood materials from trees and shrubs that fit within a cart, or tree trunks or limbs that are less than six inches in diameter or four feet in length. Materials not meeting these specifications are considered bulky items. Green waste does not include palm fronds.
- 1.31. GROSS RECEIPTS means any and all revenues, receipts or compensation in any form received by the Contractor from service recipients for providing service under this Agreement, and includes service fees. The term gross receipts, for purposes of this Agreement, shall not include special fees, revenues generated from the sale of recyclable materials (including Department of Conservation rebates), or other revenues from state and local government accounts.
- 1.32. HAZARDOUS WASTE means any waste materials or mixture of wastes defined as such pursuant to the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq., as amended or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA"), 42 USC Section 9601 et seq., as amended. The term also means and includes any waste material defined as such by the California Environmental Protection Agency or CalRecycle, or either of them. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have a broader, more

encompassing definition.

- 1.33. HOLIDAY means New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. "Holiday" shall also mean any-other day designated as such in a contract between Contractor and the labor union serving as the exclusive representative of Contractor's employees, provided such holiday is established or recognized by resolution of the City Council.
- 1.34. LARA means the Los Angeles Area Integrated Waste Management Authority, a Regional Agency established for implementing and meeting the requirements of Public Resources Code, Division 30, Part 2.
- 1.35. LATE FEE means reasonable amounts charged by Contractor to reimburse it for administrative costs arising from payment delinquency, including the cost of notices and adjustments to its accounting records, and may include a fixed fee, interest on past due amounts, or NSF fees.
- 1.36. MATERIAL RECOVERY FACILITY means a permitted solid waste facility, including Contractor's material recovery facility, where solid waste, green waste or recyclable materials is sorted, separated or processed for the purposes of waste diversion.
- 1.37. MULTIPLE-UNIT RESIDENTIAL PREMISES mean a residential premises with five (5) or more attached units.
- 1.38. MUNICIPAL CODE means the Municipal Code of the City of South Gate as it presently exists or may subsequently be amended.
- 1.39. OVERAGE FEE means a fee charged by Contractor to commercial/industrial premises and multi-family residential premises receiving bin service to compensate it for its reasonable expenses in documenting and cleaning up litter and debris arising from overfilling of Containers by an account.
- 1.40. PREMISES means any land, building or structure in the City where solid waste, recyclable material, green waste or construction and demolition waste is generated or accumulated.
- 1.41. PRIOR AGREEMENT means the Franchise Agreement between the City of South Gate and USA Waste of California, Inc. for Commercial/Industrial and Residential Refuse Collection and Recycling Services, dated May 10, 2005.
- 1.42. RECYCLABLE MATERIALS means any material or materials generated on or emanating from residential, or commercial/industrial accounts that is no longer wanted and which is collected, transported and reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939, including paper, glass, cardboard, plastics, ferrous metal, aluminum, styrofoam, or other materials as determined from time to time by mutual agreement between City,

Contractor, or an account.

- 1.43. RESIDENTIAL OCCUPANT means any person holding and occupying residential premises, whether or not the owner, singly or in combination with other persons, within the boundaries of the City.
- 1.44. RESIDENTIAL PREMISES shall mean any single-unit or multiple-unit residential dwelling unit in the City receiving cart service. Multiple unit residential complexes not utilizing cart service shall be included within the definition of commercial/industrial premises.
- 1.45. ROLL-OFF BOX means an open-top metal container or closed compactor box with a capacity of 10 to 40 cubic yards that may be provided by either the account or Contractor, which is serviced by a roll-off truck.
- 1.46. ROLL-OFF SERVICE means collection, transportation, recycling, processing and disposal services that are provided using a roll-off box. Roll-off service may be provided to either residential premises, industrial premises, or commercial premises on a permanent or temporary basis.
- 1.47. ROLL-OUT SERVICE means a service provided to commercial/industrial accounts where Contractor's driver must dismount the collection vehicle and move one (1) or more bins in order to accomplish collection using the standard collection Vehicle.
- 1.48. SCOUT SERVICE means a service provided to commercial/industrial accounts where a smaller truck is required to move one (1) or more bins to a location where collection can be accomplished using the standard collection vehicle.
- 1.49. SERVICE FEES means a charge for services other than collection provided by Contractor under this Agreement. Examples include fees for service initiation, supplying additional carts, back yard collection, extra collections, scout service, bin roll-out service, Bagster® Service, and special waste collections.
- 1.50. SINGLE-UNIT RESIDENTIAL PREMISES mean a residential premises which is separate, or having less than five (5) attached units.
- 1.51. SOLID WASTE means "solid waste" as defined in Public Resources Code §40191, including putrescible and non-putrescible refuse, special waste, and construction and demolition waste. For purposes of this Agreement, "solid waste" includes green waste, food waste, construction and demolition waste, and recyclable materials.
- 1.52. SPECIAL FEES means a charge imposed by Contractor in response to improper actions by accounts, including fees for contamination, cleanup, cart or bin repair or replacement arising from damage caused by the account, late payment, or interest, or a charge for special services where a rate is not provided in Exhibit A.

- 1.53. SPECIAL WASTE means solid waste generated by a commercial/industrial premises that is a "designated waste" under applicable law, is required to be accompanied by a written manifest or shipping document describing the waste under applicable law, or requires special handling at any processing facility or disposal site.
- 1.54. TEMPORARY SERVICE means bin service, roll-off service or Bagster® Service provided to premises on a temporary, as-needed basis, such that no container remains on the premises or a service location on a premises for more than thirty (30) days at a time, or for more than sixty (60) days of any ninety (90) day period.
- 1.55. UNIVERSAL WASTE means all waste defined by Title 22, Subsections 66273.1 through 66273 of the California Code of Regulations, which typically include batteries, fluorescent tubes, and compact fluorescent bulbs.

2. SERVICES.

- 2.1. Contractor is hereby granted the exclusive right and privilege to collect, transport, recycle and dispose of all solid waste (which includes recyclable material, green waste, food waste, and construction and demolition waste) generated at all premises now existing or hereafter constructed within the City during the term of this Agreement.
- 2.2. During the term of this Agreement, except as otherwise provided in Section 2.4, or as may otherwise be provided by federal or state law, the rights granted to Contractor under this Agreement will be exclusive to Contractor. The City will, where reasonable, protect Contractor's exclusive rights by considering the adoption of appropriate ordinances. In addition, the City authorizes Contractor to take administrative or legal action against any person who infringes on Contractor's exclusive rights, at no cost to the City.
- 2.3. The City agrees not to enter into any contract with any other person, firm or organization for the performance of the services required to be performed by Contractor except, in the event Contractor fails, refuses or neglects to uphold the terms of this Agreement in material breach thereof, the City may cause fulfillment of this Agreement by other methods or contractors.
- 2.4. The franchise granted to Contractor is exclusive, except for the categories of solid waste listed below. The granting of this franchise does not preclude the categories of solid waste listed below from being delivered to, collected, and transported by others, provided that no person is excused from obtaining from the City any authorization that is required by law.
- 2.4.1. Recyclable material that an account sells to, or otherwise receives compensation from, other persons in a manner resulting in a net payment to the account after consideration of collection, handling, or processing costs.
- 2.4.2. Recyclable material donated to youth, civic, or charitable organizations.

- 2.4.3. Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Sections 14500, et seq., California Public Resources Code.
 - 2.4.4. Green waste removed from premises by a gardening, landscaping, or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service.
 - 2.4.5. Construction and demolition waste that is incidentally removed by a duly licensed construction or demolition company, as part of a total service offered by such licensed company using its own equipment and employees.
 - 2.4.6. Animal waste and remains from any slaughterhouse or butcher shop.
 - 2.4.7. Grease and animal remains generated from food service providers.
 - 2.4.8. Dead animals.
 - 2.4.9. Agricultural waste, such as manure or bedding from poultry yards or stables.
 - 2.4.10. Waste tires.
 - 2.4.11. By-products of sewage treatment, including sludge, sludge ash, grit and screenings.
 - 2.4.12. Hazardous waste, biohazardous waste, universal waste or hazardous substances, regardless of its source.
 - 2.4.13. The casual or emergency collection, removal, disposal, or diversion of solid waste by the City through its officers or employees in the normal course of their employment.
- 2.5. Changes in Service. The City may direct Contractor to perform additional services or to modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services that may entail new collection methods, different kinds of services or new requirements for customers, and alternative rate structures are included among the kinds of changes that the City may direct. Examples of additional services include collection of additional kinds of recyclable material, or implementation of new diversion programs such as a transit stop collection program. Contractor will be entitled to an adjustment to the rate to reimburse its increased costs, if any, for providing those additional or modified services, in accordance with Section 18.5.4 of this Agreement.
- 2.6. Delegation of Authority. The administration of this agreement shall be under the supervision of the City Manager, and the actions specified herein shall be taken by the City Manager unless otherwise stated or specified.

2.7. Incorporation by Reference. The South Gate Municipal Code, as it currently exists or may be amended, is hereby incorporated and made a part of this Agreement as though set forth in full herein. In the event of any conflict between this Agreement and the Municipal Code, the terms of this Agreement will prevail.

2.8. Ownership of Solid Waste. Except as otherwise provided in state law with respect to recyclable material, ownership and the right to possession of materials will transfer directly from the account to Contractor at the time of collection. Contractor has the right to retain, recycle, process, sell, dispose of or reuse, and otherwise use that solid waste, green waste, recyclable materials, or construction and demolition waste, or any part thereof, in any lawful fashion or for any lawful purpose. Contractor has the right to retain any benefit resulting from its right to retain, recycle, process, sell, dispose of, or reuse the solid waste, green waste, recyclable material or construction and demolition waste that it collects, including any funds received directly or indirectly from any state or local agency, such as the CalRecycle recycling rebate.

3. REVENUE TO THE CITY.

3.1. Franchise Fee.

3.1.1. Contractor agrees to pay to the City a franchise fee of fifteen percent (15%) of Contractor's gross receipts collected for services provided hereunder to commercial/industrial premises, and twelve and 8/10^{ths} percent (12.8%) of Contractor's gross receipts collected for services provided hereunder to residential premises.

3.1.2. The franchise fee arising from amounts collected from Contractor billings shall be payable monthly, on or before the 30th day of the month following the end of each preceding month. Each such payment shall be accompanied by an accounting in a form acceptable to the City Manager that sets forth Contractor's gross receipts for services collected during the preceding month from Contractor billings. Nothing herein shall excuse Contractor from paying City business license fees and other amounts required to be paid pursuant to City, State, or Federal law.

3.1.3. The Contractor's collection and payment of franchise fees to premises billed by Contractor, or the City's retention of franchise fee amounts from City billings to premises receiving service, shall not affect the amount of Contractor's compensation as determined in accordance with Section 18.

3.2. AB 939 Administrative Fee.

3.2.1. Contractor agrees to collect any AB 939 administrative fee adopted by City pursuant to California Public Resources Code Section 41901. Any fees collected pursuant to this Section shall be payable by Contractor to City concurrent with the payment of franchise fees. Contractor's collection and payment of such fees shall not affect the amount of Contractor's compensation as determined in accordance with Section 18.

3.2.2. In addition to the above, Contractor agrees to pay City one hundred forty thousand dollars (\$140,000.00) on each anniversary date, beginning on December 31, 2010 and continuing for the term of this Agreement. Contractor's collection and payment of this fee shall not affect the amount of Contractor's compensation as determined in accordance with Section 18.

3.3. Payment to City. No acceptance of any payment by City shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Contractor for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recomputation by City. If, after audit, such recomputation indicates a franchise fee underpayment, Contractor shall pay to City the amount of the underpayment within ten (10) days of receipt of written notice from City that such is the case. If, after audit, such recomputation indicates a franchise fee underpayment of more than one percent (1%), Contractor shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation, within ten days of receipt of written notice from City that such is the case. If, after audit, such recomputation indicates a franchise fee overpayment, City shall notify Contractor in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recomputation. Contractor may offset the payment or payments (as appropriate) next due following receipt of such notice by the amount specified therein.

3.4. New or Increased Fees. The City has the right to impose new fees of the provision of solid waste handling services, and to increase the amount or percentage of fees from those set forth above. In such event, Contractor shall receive an adjustment to the rates to fully compensate its increased costs, including, if applicable, a one-time rate adjustment to fully compensate where there is any delay between the effective date of the new or increased fee and the date on which it begins to receive increased compensation related to the new or increased fee. Contractor agrees to cooperate with City to adjust its invoices to customers to reflect any new or increased fee in the shortest period of time reasonably possible to minimize the need for a one-time rate adjustment.

3.5. Point of Sale. Contractor agrees to use commercially reasonable efforts to establish a point of sale for substantial equipment purchases by Contractor or its affiliates, through establishing a local office within the City and adjusting its purchasing policies for this purpose, so as to facilitate the City's receipt of sales tax revenue. Contractor's efforts will be undertaken in accordance with applicable law, and the parties agree that Contractor is not required to undertake any actions that could result in the imposition of fines, penalties or damages related to payment or non-payment of sales taxes, or the distribution of sales tax revenue.

4. TERM.

4.1. The initial term of this Agreement shall commence on the effective date and shall continue thereafter up to and including December 31, 2022, unless sooner terminated or extended pursuant to the provisions of this Agreement. The date of December 31 shall be

deemed to be the "anniversary date" of this Agreement. Thereafter, the term of this Agreement may be extended for two (2) additional terms of one (1) year each, upon mutual agreement of the parties. The parties agree to meet to discuss the potential extension of this Agreement not less than six (6) months prior to expiration of the initial term or any subsequent term.

4.2. On the effective date of this Agreement, the Prior Agreement is superseded in its entirety and is of no further force in effect, except for indemnity obligations arising under the Prior Agreement before the effective date of this Agreement. In addition, the parties acknowledge and agree that the Permit Fee Agreement between the City and Contractor, dated May 10, 2005, remains in full force and effect.

5. COMMERCIAL/INDUSTRIAL COLLECTION.

5.1. Solid Waste Bin and Cart Service. Contractor shall provide permanent and temporary bin service to commercial/industrial accounts. Contractor shall collect and remove all solid waste that is placed in bins from every commercial/industrial account receiving bin service, at least once every week or more frequently if required to handle the waste stream of the commercial or industrial premises. Contractor shall deliver and collect temporary bins at the direction of the account, and shall notify the City of all commercial/industrial temporary bin deliveries that are on the public right of way.

5.2. Solid Waste Roll-off Service.

5.2.1. Contractor shall provide permanent and temporary roll-off service to commercial/industrial accounts. Contractor shall collect and remove all solid waste that is placed in roll-off boxes from every commercial/industrial premises receiving roll-off service, at least once every week or more frequently if required to handle the waste stream of the commercial/industrial premises. Contractor shall deliver and collect temporary roll-off boxes at the direction of the account, and shall notify the City all commercial/industrial temporary roll-off box deliveries that are on the public right away.

5.2.2. Extra services, including container weight above five (5) tons, extra pickups, delivery charge, relocation of containers, trip charges where the account refuses service, use of compactors, and account-owned roll-off box hauling and disposal services, will be provided and shall be charged as service fees.

5.3. Solid Waste Cart Service.

5.3.1. Contractor shall provide permanent cart service to commercial/industrial accounts where appropriate, based on space limitations and the amount of solid waste generated. Contractor shall collect and remove all solid waste that is placed in carts from every commercial/industrial premises receiving cart service, at least once every week or more frequently if required to handle the waste stream of the commercial/industrial premises.

- 5.4. Bagster® Service. Contractor will provide Bagster® Service, consisting of collection of the Bagster® Bag and processing/disposal to all commercial/industrial accounts purchasing a Bagster® Bag and requesting collection.
- 5.5. Other Bin-Related Services. Contractor shall provide other services desired by commercial/industrial accounts, including push-out service, scout service, or use of containers with castors, hasps or locks. These services will be charged as a service fee.
- 5.6. Recyclable Material.
- 5.6.1. Contractor shall make available collection of recyclable material from commercial/industrial accounts requesting such service, using bins, roll-off boxes or carts, depending upon the account's needs.
- 5.6.2. Contractor shall collect and remove all recyclable material placed in containers from every commercial/industrial premises receiving recyclable material collection service at a frequency required to handle the materials generated by the commercial or industrial premises. Notwithstanding the above, any putrescible or degradable recyclable material shall be collected and removed from any commercial/industrial premises not less often than once per week.
- 5.6.3. During the first quarter of 2012, the City and Contractor agree to meet and confer, and to negotiate in good faith, to review commercial recycling efforts in the City, to establish rates for commercial recycling, and to implement new or enhanced programs for commercial recycling for the purpose of assuring the City's compliance with waste diversion requirements mandated by AB 939.
- 5.7. Commercial/Industrial Service Requirements.
- 5.7.1. Access to Containers. If, at the time of collection at a commercial/industrial account, the container is not accessible to the collection vehicle, Contractor shall notify the account by telephone of the situation and request that access be provided. If the account is unavailable or unable to provide prompt access to the container, Contractor shall provide pickup a later time, but may charge an extra pickup fee, which will be charged as a special fee.
- 5.7.2. Missed Pick-ups. In the event that Contractor fails to provide collection service to a commercial/industrial premises, where the containers had been timely and properly set out for collection, Contractor shall complete the collection from the commercial/industrial premises no later than the next business day following notification of the missed pickup.
- 5.7.3. Overfilling of Containers. Overfilling of solid waste containers by commercial/industrial premises is considered a significant concern to the City and Contractor, since it has the potential to create public health and safety hazards through, among other things, odors and attraction of vermin. Where Contractor identifies instances of overfilling of containers, it will document the overfilling

through the use of film or digital photography. Contractor may charge an overage fee for cleaning up the container area and placing overfilled material into the collection vehicle, which will be charged as a special fee. In addition, Contractor will present evidence of the overfilling to both the City and the commercial/industrial account. Where such evidence was presented to the commercial/industrial account, and Contractor documents another instance of overfilling within 1 year of such presentation, Contractor is authorized to deliver the next larger-sized container to the commercial/industrial premises, and to adjust the service rate to the rate in effect for the next larger-sized container.

5.7.4. Record of Non-Collection. When Contractor does not collect from a commercial/industrial premises, a tag shall be fastened to the container, which is the least 2-7/8", by 5-3/4" in size indicating the reason for non-collection. Reasons for non-collection may include the presence of hazardous waste, biohazardous waste, special waste (unless arrangements for the collection of this waste have been made with the customer), universal waste, or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, the commingling of recyclable material or green waste with solid waste, or overfilling of a roll-off box such that it would cause a violation of applicable weight restrictions. Contractor shall maintain a log containing the name and address of each commercial/industrial premises where solid waste is tagged and the date of such tagging. The log shall be maintained for inspection by the City, upon request. Where there have been three or more instances of non-collection at a commercial/industrial premises in any twelve (12) month period, Contractor may charge the commercial/industrial account a contamination fee, which will be charged as a special fee.

5.7.5. Spillage. Contractor shall remove any solid waste that is spilled or deposited on the ground as a result of the Contractor's emptying of the container, or other activities of the Contractor.

5.7.6. Special Circumstances. In cases where the needs of particular commercial/industrial business owners require collections at times, places or in a manner such that the Contractor is unable to perform such collections in the normal course of business, or where unusual frequencies of service are required or unusual quantities of solid waste or special types of material are to be collected and disposed of, or where special methods of handling or disposal are required, the commercial/industrial business owner may make independent arrangements with the Contractor on mutually agreeable terms. If the commercial/industrial business owner and the Contractor are unable to agree as to the methods and rates for the special service provided for herein, the City Manager may determine the rates and methods of service, and in the event the Contractor is unable or unwilling to provide such service, may authorize the commercial/industrial business owner to use another contractor (not affiliated with Contractor) for such special service until such time as the Contractor can provide such service in the normal course of the Contractor's business. In the event of unusual hardships, the City Manager shall be empowered to make special temporary rate adjustments to an individual commercial/industrial

account if it can be shown that the new rates identified in Exhibit A represent an increase of over fifty percent (50%) of what the commercial/industrial business owner was paying before the rate increase took effect for the same level of service. In determining the "over fifty-percent (50%)" increase, additional franchise fees or other charges imposed by the City over the fifteen-percent (15%) imposed under Section 3.1.1 of this Agreement shall not be included in the calculations. The Contractor will provide City with a list of customers receiving services under this provision, upon request.

5.7.7. Shared Bins. Contractor will undertake good faith efforts to assist the City's enforcement of requirements related to the use of shared bins, by establishing procedures to identify accounts with shared bin service.

6. RESIDENTIAL COLLECTION.

6.1. Solid Waste Cart Service.

6.1.1. Contractor shall collect solid waste delivered for collection at the curbside or in designated alley ways by single-unit residential premises, and multiple-unit residential premises receiving cart service, not less than once each calendar week. Contractor shall supply each premises with one solid waste cart of approximately 101 gallons, but may provide a smaller 64-gallon cart where required by space limitations at a premises or at the request of the customer.

6.1.2. Accounts may obtain additional solid waste carts from Contractor, which will be charged as a service fee.

6.2. Solid Waste Bin and Roll-off Service.

6.2.1. Contractor shall provide permanent solid waste bin service to multiple-unit residential premises, except where the premises requests cart service and both the City and Contractor approve the provision of cart service. Contractor shall also provide permanent solid waste bin service to single-unit residential premises where appropriate, based on the amount of solid waste generated, and both the City and Contractor approve the provision of bin service.

6.2.2. Contractor shall provide temporary bin service and roll-off service to residential accounts that request these services. Contractor shall deliver and collect temporary bins or roll-off boxes at the direction of the account, and shall notify the City all residential temporary bin or roll-off box deliveries that are on the public right away.

6.2.3. Other Bin-Related Services. Contractor shall provide other services desired by residential accounts, including push-out service, scout service, or use of containers with castors, hasps or locks. These services will be charged as a service fee.

6.2.4. Extra services related to temporary service, including container weight above three (3) tons, extra pickups, relocation of containers, or trip charges where the

account refuses service, will be provided and shall be charged as service fees.

6.3. Recyclable Material Cart Service.

6.3.1. Contractor shall provide weekly cart service for collection of recyclable material to single-unit residential premises, and multiple-unit residential premises receiving cart service, on the same day as solid waste collection. Contractor shall supply each premises with one recyclable materials cart of approximately 101 gallons, but may provide a smaller 64-gallon cart where required by space limitations at a premises or at the request of the customer.

6.3.2. Accounts may obtain additional recyclable material carts from Contractor at no additional charge.

6.4. Recyclable Material Collection For Multiple-Unit Residential Premises. Contractor shall make available recyclable material collection service to multiple-unit residential premises receiving bin service that request this service, using bins or carts as appropriate. Collection of recyclable materials shall occur at a frequency required to handle the materials generated by the multiple-unit residential premises. Any dispute regarding the type of recyclable material collection service to be provided shall be resolved by the City manager, whose decision is final.

6.5. Bagster® Service. Contractor will provide Bagster® Service, consisting of collection of the Bagster® Bag and processing/disposal to all residential accounts purchasing a Bagster® Bag and requesting collection.

6.6. Residential Service Requirements; Other Residential Services.

6.6.1. Collection Location. All carts will be serviced at curbside along a public street or in a designated alley way. Accounts will be responsible for placing the carts at the proper location for collection.

6.6.2. Overfilling of Containers. Overfilling of solid waste containers by multiple-unit residential premises receiving bin service is considered a significant concern to the City and Contractor, since it has the potential to create public health and safety hazards through, among other things, odors and attraction of vermin. Where Contractor identifies instances of overfilling of containers, it will document the overfilling through the use of film or digital photography. Contractor may charge an overage fee for cleaning up the container area and placing overfilled material into the collection vehicle, which will be charged as a special fee. In addition, Contractor will present evidence of the overfilling to both the City and the commercial/industrial account. Where such evidence was presented to the commercial/industrial account, and Contractor documents another instance of overfilling within 1 year of such presentation, Contractor is authorized to deliver the next larger-sized container to the commercial/industrial premises, and to adjust the service rate to the rate in effect for the next larger-sized container.

- 6.6.3. Record of Non- Collection. When Contractor does not collect from a residential premises, a tag shall be fastened to the container, which is the least 2-7/8", by 5-3/4" in size indicating the reason for non-collection. Reasons for non-collection may include the presence of hazardous waste, biohazardous waste, special waste, universal waste or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, placement of palm fronds or large tree trunks or limbs into the green waste cart, the commingling of recyclable material or green waste with solid waste, or the compacting of materials in such a manner that the contents of a container will not of their own weight fall out of the container when it is turned upside down. Contractor shall maintain a log containing the name and address of each account where solid waste is tagged and the date of such tagging. The log shall be maintained for inspection by representatives of the City upon request.
- 6.6.4. Missed Pick-ups. In the event that Contractor fails to provide collection service to a residential premises, where the containers had been timely and properly set out for collection, Contractor will complete the collection from the residential premises no later than the next business day following notification of the missed pickup.
- 6.6.5. Holiday Tree Collection Program. Contractor will collect holiday trees which are placed at the curbside at all residential premises on the first two scheduled collection days following December 25. In addition, Contractor shall accept holiday trees from any residential occupant at Contractor's material recovery facility for two weeks succeeding any December 25, at no charge to the customer. Contractor is not required to collect or accept artificial Christmas trees, trees containing decorations, ornaments, tinsel, debris, support stands or other foreign matter.
- 6.6.6. Sharps Mail-In Program. Contractor will provide a program for collection and safe processing of sharps generated at residential premises, through a mail-based program. Residential accounts requesting sharps services may apply to Contractor to receive this service, and sharps containers will be delivered directly to the residential account at no cost to the account.
- 6.6.7. Bulky Items.
- 6.6.7.1. On-Call Collection. Contractor will provide bulky items pickup service to all residential accounts. Once each calendar month, customers may place up to 10 bulky items out for collection per pickup. Pickup of bulky items will be made by Contractor 1 business day following notification by the customer to Contractor's customer service center. Additional pickups, or additional items per pickup, are subject to an additional fee and will be charged as a service fee.
- 6.6.7.2. Drop-off. Contractor shall accept bulky items from any residential occupant at Contractor's material recovery facility during normal operating hours. The number, weight and volume of bulky items that will be accepted at no charge shall be determined by agreement of Contractor and the City Manager.

6.6.8. Disabled Service. Upon authorization from the City, Contractor shall provide back-yard service to residential premises receiving cart service, at no additional cost, for disabled or physically challenged customers who provide a doctor's statement certifying their disabled status and expected duration, along with a signed affidavit in a form provided by Contractor stating the no able-bodied person is available on the residential premises to bring carts to the point of collection.

6.6.9. Green Waste Collection Pilot Program. Within 6 months of the effective date, Contractor will initiate a program to determine the feasibility, effectiveness and best method for providing green waste collection from residential premises. A description of the pilot plan will be submitted to the City not less than thirty (30) days prior to initiation for review and comment. Following completion of the pilot program, Contractor shall prepare and submit a final report outlining its recommendations regarding implementation of green waste collection on a City-wide basis, including but not limited to container size and collection frequency. The parties agree to negotiate in good faith regarding the terms and conditions for City-wide green waste collection, including adjustments to the rate for service.

6.6.10. Shared Bins. Contractor will undertake good faith efforts to assist the City's enforcement of requirements related to the use of shared bins, by establishing procedures to identify accounts with shared bin service.

7. CITY FACILITIES AND EVENTS COLLECTION. Contractor shall provide to the City the following additional services relating to solid waste collection.

7.1. Contractor shall provide bins, each with a capacity of 3 cubic yards, for the collection of solid waste from City-owned buildings and areas including City Hall, fire stations, police stations, City yards and City parks. Said containers shall be emptied by Contractor from 1 to 3 times per week with the specific frequency dependent upon the requirements of each location as determined by the City and the Contractor. This service will be provided at no cost to the City. In addition, Contractor will perform a waste audit of each City facility designated, and implement a comprehensive waste diversion program, including education of City employees, at no additional cost. The comprehensive diversion program may include provision of a wood chipper for use by City landscaping crews, or other equipment utilized to enhance diversion having approximately the same value.

7.2. Contractor shall provide 6 40 cubic yard roll-off boxes for the collection of refuse in such areas of the City as may be designated from time to time by the City Manager. Roll-off boxes shall be emptied by Contractor on an on-call basis. The City shall pay the costs of such services to Contractor at the rate specified in Exhibit A.

7.3. Contractor shall provide solid waste and recyclable material containers in sufficient numbers to serve City-sponsored events, at no cost to the City. A list of the City-sponsored events is provided in Exhibit B. Contractor may use either bins, cardboard containers or Bagster® bags for this service, as appropriate. Contractor shall use commercially reasonable efforts to maximize diversion of materials collected at City-sponsored events.

7.4. Emergency Service. Contractor will assist City at the City's request with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers normally assigned to City. Contractor may charge City for actual disposal costs, plus service rates in accordance with Exhibit A.

8. CUSTOMER SERVICE.

8.1. Office Hours. Contractor shall maintain a customer service office with assigned personnel accessible by a local phone number to receive customer requests directed to City. Contractor's office hours shall be from 8:00 a.m. to 5:00 p.m. on Monday-Friday, and 8:00 a.m. to 12:00 p.m. on Saturdays.

8.2. Emergency Telephone Number. Contractor shall maintain an emergency telephone number, for use by City personnel only, outside office hours identified in Section 8.1. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.

8.3. Service Complaints/Service Requests. All customer complaints and service requests shall be directed or referred to Contractor. During office hours, Contractor shall maintain a telephone answering system to receive complaints and service requests. Contractor shall have personnel available to respond to customer complaints and service requests in English and Spanish. Contractor shall record all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and date and manner of resolution of complaint. Contractor shall maintain this information in a computerized daily service complaint log. Any such calls received via Contractor's answering service shall be recorded in the service complaint log the following working day. This service complaint log shall be available for review by the City during Contractor's office hours.

9. EDUCATION AND PUBLIC AWARENESS.

9.1. Contractor acknowledges that education and public awareness are essential elements of efforts to achieve AB 939 requirements. Accordingly, Contractor shall develop and implement a public education and information program for residential premises in order to explain program offerings, maximize participation in the residential recycling effort, and provide information on other matters such as holiday collection schedules, the illegal dumping notification program, the availability of bulky items, sharps and used oil collection, temporary collection services and other special collection services, as well as procedures for complaints and service requests. The public education and information program shall include, without limitation, media advertising, contests, and community involvement programs. The public education and information program shall occur at a frequency of not less often than four times annually through community messages. In addition, Contractor shall distribute electronic welcome brochures with the above information to new residential customers at the time they apply for service. The various elements of the public education and information program shall be reviewed and

approved by the City Manager prior to implementation, and not later than 90 days after execution of this Agreement. The direct costs of implementing the program shall be borne by the Contractor.

9.2. Collection Vehicle Billboards. Contractor agrees to install frames on both sides of not less than 6 collection vehicles providing service in the City, for placement of City billboards, at no cost to the City. City is responsible for manufacture of the billboards, at the dimensions provided by the Contractor. Contractor shall be responsible for affixing and removing the billboards. City has the exclusive right to promote City events and provide public information through the use of billboards on collection vehicles.

9.3. Waste Generation/Characterization Studies. Contractor acknowledges that the City may be required periodically to perform solid waste generation and disposal characterization studies to comply with AB 939 or other waste diversion requirements. Contractor agrees to participate in, and to cooperate with the City and its agents in the preparation of these studies at no additional cost to the City.

10. OPERATIONS.

10.1. Collections. Collection of solid waste, green waste and recyclable material will occur on Monday through Friday at residential premises or multi-unit residential premises (Monday through Saturday on holiday weeks) and Monday through Saturday at commercial premises, unless authorized by the City Manager. Collection shall take place between the hours of 6:00 am to 6:00 pm, unless authorized by the City Manager. All containers used for residential service shall be collected on the same collection service day. Where the normal collection day falls on a holiday, collection service shall be provided on the next business day following the holiday, ending with Saturday of that week.

10.2. Hazardous Waste Notification. Contractor will notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers, and if appropriate, the National Response Center, of reportable quantities of hazardous waste, found or observed by the Contractor anywhere within the City, including on, under or about the City property, City easements, City rights of way and City waste containers. In addition to other required notifications, if the Contractor observes any substances which it or its employees reasonably believe or suspect to contain hazardous wastes unlawfully disposed of or released on the City property, streets in, the City, storm drains, or public rights of way, the Contractor also will immediately notify the City Manager and the Los Angeles County Fire Protection District.

10.3. Vehicles

10.3.1. General. Contractor must provide collection vehicles sufficient in number and capacity to efficiently perform the services required by this Agreement. Contractor must have available on collection days at least 1 auxiliary vehicle to respond to any and all complaints and emergencies. All vehicles used to provide service must be registered in the State of California, and comply with all applicable federal, state

and local requirements.

10.3.2. Vehicle Specifications. All collection vehicles conform to the highest industry standards and shall be maintained in a clean and efficient condition. All collection vehicles shall comply with applicable provisions of South Coast Air Quality Management District Rule 1193. The City and Contractor understand and acknowledge that the requirements of revised Rule 1193, adopted on July 9, 2010, are not applicable to this agreement because (i) the number of private fleet solid waste collection vehicles providing services to the City is less than fifteen (15) and (ii) because the City's solicitation of this Agreement was opened prior to June 1, 2010. Notwithstanding the above, Contractor agrees to replace its current diesel-powered collection vehicles with alternative fuel heavy-duty vehicles (as that term is defined in Rule 1193(c)(1)), such that by December 31, 2014 all collection vehicles will be alternative fuel vehicles, and at a minimum will replace at least one (1) diesel-powered collection vehicle with an alternative fuel heavy-duty vehicle during calendar years 2011, 2012, 2013, and 2014, until the diesel-powered fleet has been fully replaced. Contractor may present a proposal for an extension to the replacement schedule set forth above, for review and consideration by the City Manager, which shall be approved in the City Manager's reasonable judgment. All vehicles used within the City to collect, transport or dispose of refuse shall be inspected annually by the California Highway Patrol. All certificates issued in the course of such inspections shall be submitted to the City Manager following the execution of this Agreement and upon each anniversary date during the term of this Agreement. All vehicles and containers used to perform this Agreement shall be kept clean and in good appearance, in good repair and will be uniformly painted to the satisfaction of the City Manager. All vehicles used to perform this Agreement shall conform to established City noise ordinance standards.

10.3.3. Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number selected by Contractor and approved by the City must be prominently displayed on all vehicles, in letters and numbers no less than three inches high.

10.3.4. Vehicle Maintenance. Contractor must inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such a condition as to be unsafe or excessively noisy, must be removed from service until repaired and operating properly. Contractor must keep accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation), and must make those records available to the City upon request.

10.3.5. Vehicle Operation.

10.3.5.1. Vehicles must be operated in compliance with the California Vehicle Code, and all applicable local ordinances. Contractor may not intentionally load vehicles in excess of limitations on vehicles imposed by state or local weight restrictions.

10.3.5.2. Solid waste shall be covered at all times except when it is being loaded or unloaded or when a vehicle is moving along the collection route.

10.3.6. Minimization of Spills. Contractor must use due care to prevent solid waste or fluids from leaking or being spilled or scattered during the collection or transportation process. If any solid waste or fluids leak, or are spilled during collection, Contractor must promptly clean up those materials to the satisfaction of the City Manager. Each collection vehicle must carry a broom and shovel at all times for this purpose.

10.4. Containers.

10.4.1. Container Ownership. All containers provided by Contractor under this Agreement shall remain the property of Contractor at all times.

10.4.2. Cart Specifications. Contractor shall utilize carts for collection of solid waste, green waste and recyclable material designed and manufactured in accordance with standard industry specifications. The design of any new carts proposed to be placed into service must be approved by the City Manager.

10.4.3. Cart Maintenance and Replacement Responsibilities. Contractor is responsible for cart repair and maintenance, graffiti removal (within 3 business days), and replacing lost, stolen or damaged carts within 7 business days from receipt of a request at no additional charge. In addition, Contractor will use reasonable business efforts to respond to a request received directly from the City for cart repair or maintenance within 1 business day of receiving the request. Contractor may charge the account a special fee for repairing or replacing a cart if the damage is due to loss, negligence or abuse by the account. In no event may this charge be greater than the Company's actual cost for replacement parts or a new cart, and delivery. In addition, on or before December 31 of each year during the term, Contractor will perform a visual inspection of carts placed for service on a regularly-scheduled collection day, and repair or replace any carts that are damaged or not fully functional. Contractor will notify the City in writing of the number of carts repaired or replaced annually through this ongoing cart repair/replacement program.

10.4.4. Bin Specifications. Contractor will provide bin containers for collection of solid waste, and for the collection of recyclable material, as appropriate for individual residential, industrial or commercial accounts. Contractor must maintain its bins in a clean and sound condition, free from putrescible residue. Repairs or graffiti removal requested by an account must be completed within 5 business days of Contractor's receipt of the request. In addition, Contractor will use reasonable business efforts to respond to a request received directly from the City for bin repair within 1 business day of receiving the request. Within 30 days of the effective date, Contractor shall submit to the City Manager a list of bins currently in use to be repainted. Following review and approval by the City Manager, the listed bins will be repainted within 1 year of the effective date. Thereafter, Contractor shall repaint bins upon City's request within 30 days, as needed to present a clean appearance.

10.4.5. Bin Maintenance and Replacement Responsibilities. Contractor may charge the account a special fee for repairing or replacing a bin if the damage is due to loss, negligence or abuse by the account, or a service fee for cleaning a bin.

10.4.6. Roll-off Boxes Specifications. Contractor will provide clean roll-off boxes, free from graffiti, and equipped with reflectors. Contractor must properly cover all open roll-off boxes during transport to the disposal site.

10.5. Personnel

10.5.1. Contractor must furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers must be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

10.5.2. Contractor must establish and vigorously enforce an educational program to train Contractor's employees in the identification of hazardous waste. Contractor's employees must not knowingly place any hazardous waste in the collection vehicles, nor knowingly dispose of any hazardous waste at a processing facility or disposal site.

10.5.3. Contractor must train its employees in customer courtesy, prohibit the use of loud or profane language, and instruct collection crews to perform all work quietly. Contractor must use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor will assure that its employees refrain from all forms of harassment in the course of providing services.

10.5.4. Contractor may not discriminate in the provision of service or the employment of persons engaged in the performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or state law.

10.5.5. Contractor will assure that no agent, employee, or subcontractor employed by it will request, solicit or demand, directly or indirectly, any compensation or gratuity for services except as provided for in this Agreement.

10.6. Transportation, Handling, Processing and Disposal of Solid Waste. Contractor must transport all solid waste collected to a permitted transfer station, materials recovery facility, green waste processing facility, construction and demolition waste processing facility, or disposal site. Contractor shall be responsible to payment of all disposal and processing fees or charges. Contractor will use reasonable efforts to divert recyclable material, green waste and construction and demolition waste from landfill disposal. Contractor will maintain complete, accurate and up-to-date records of the quantities of solid waste transported to the transfer station, materials recovery facility or disposal site

and must cooperate with the City in any audits or investigations of those quantities.

10.7. Solid Waste Management Plan; Diversion Rate.

10.7.1. The parties acknowledge and agree that the Act requires the City to develop and implement a solid waste management plan that includes, among other components, a Source Reduction and Recycling Element ("SRRE") and a Household Hazardous Waste Element ("HHWE"). The City's SRRE and HHWE, as they now exist, or may subsequently be amended, are incorporated herein by this reference. By executing this Agreement, the Contractor acknowledges receipt of a copy of the SRRE and HHWE.

10.7.2. Contractor shall comply with Public Resources Code Section 41780 (diversion rate) with respect to material collected pursuant to this Agreement. In determining compliance with Section 41780, the City and Contractor agree to cooperate in good faith to develop representative per capita disposal calculations based on population, level of industry employment, or a combination of both (e.g. hotels, assisted living facilities), as appropriate. Contractor shall provide documentation to the City within 30 days of the end of each calendar year stating and supporting that calendar year's diversion rate.

10.7.3. If Contractor fails to comply with Public Resources Code Section 41780 with respect to material collected pursuant to this Agreement, Franchisee must submit a plan for compliance, through implementation of applicable portions of City's SRRE, within 45 days of the end of the calendar year. Contractor's plan is subject to approval by the City Manager, and to be approved must constitute a good faith plan to implement applicable portions of City's SRRE and be reasonably likely to achieve compliance with Section 41780.

10.7.4. If, following implementation of the plan for compliance with Section 41780, Contractor does not achieve compliance with Section 41780 with respect to the material collected pursuant to this agreement during the calendar year in which the compliance plan is implemented, such failure shall be considered a breach of this Agreement where arising from the Contractor's failure to perform the activities set forth in the compliance plan. In the event of any breach, the City may, at its option, terminate this Agreement if the City has given at least thirty (30) days written notification to the Contractor to remedy the failure to perform the activities set forth in the compliance plan and Contractor fails to take action to perform within this time. In the event any breach does not result in termination, but does result in costs being incurred by the City, the Contractor will be held liable for all such costs.

10.7.5. The Contractor shall cooperate with the City and LARA in collecting and submitting such information and data as may be required for the further preparation and implementation of the City's SRRE and HHWE, all at no cost or expense to the City. The Contractor shall maintain and monitor, on behalf of the City, the City's SRRE and HHWE. The Contractor will be responsible to prepare all reports that are required by CalRecycle. This could include an annual waste sort of the City waste required by the City's adopted SRRE and HHWE. All press releases, reports, or other

documents prepared by the Contractor for release to the public, CalRecycle, or any other public agency, or related to the City's SRRE, HHWE, and diversion rate, shall be subject to the prior review and approval of the City Manager.

- 10.7.6. The City agrees to cooperate in good faith with the Contractor to facilitate the Contractor's compliance with Public Resources Code Section 41780. Such actions of the City shall include but not be limited to the adoption and enforcement of reasonable ordinances and local regulations, including such as may reasonably be recommended by the Contractor, in order to ensure compliance by residential occupants and by commercial/industrial business owners with the policies and programs implemented by the Contractor. The City further agrees to reasonably cooperate with the Contractor in adopting and implementing local resource recovery and waste diversion programs, including those recommended by the Contractor, in order to ensure compliance with all State mandates.
- 10.7.7. In the event that the State of California alters the requirements of Public Resources Code Section 41780, the City may impose new or additional recycling requirements in accordance with the City's SRRE. Contractor is entitled to an adjustment of service rates to recover additional costs associated with these new or additional recycling requirements.
- 10.7.8. LARA. In light of the fact that the City has entered into a Joint Powers Agreement with the City of Los Angeles and other participating Cities to establish LARA, with the purpose of combining disposal and diversion quantities for determining compliance with AB 939 (a copy of the Joint Powers Agreement is incorporated herein by reference, and Contractor acknowledges receipt), the parties agree as follows:
- 10.7.8.1. Contractor shall be relieved of the duties it is obligated to perform under this Agreement, to the extent that LARA is obligated to perform the same duties pursuant to the Joint Powers Agreement.
- 10.7.8.2. Contractor shall, to the extent possible, perform the duties that the City, as a member, is obligated to perform pursuant to Section 6 of the Joint Powers Agreement.
- 10.7.8.3. Contractor agrees to pay the fees that the City, as a member, is obligated to perform pursuant to Section 9.3 of the Joint Powers Agreement.
- 10.7.8.4. The City, and not the Contractor, shall be solely responsible for its share of penalties assessed against LARA for non-compliance pursuant to Section 8.3 of the Joint Powers Agreement.
- 10.7.8.5. The City and Contractor agree to cooperate with each other to comply with the performance of the duties and obligations required under the Joint Powers Agreement.

10.7.8.6. The City may terminate the Joint Powers Agreement, or otherwise decline to further participate as a member of LARA. In addition, Contractor may recommend to the City that it terminate the Joint Powers Agreement if it believes that the requirements of Public Resources Code Section 41780 can be achieved by the City without further participation in LARA, and the City agrees to consider such recommendation in good faith. In the event that the City terminates the Joint Powers Agreement or declines to participate further in LARA, this Section 10.7.8 shall be of no force or effect and the Contractor will be obligated to perform all of its duties under this Agreement, including any duties which LARA may have previously performed.

11. RECORDS AND REPORTS; AUDITS.

- 11.1. The Contractor shall maintain financial statements and other relevant information as required by the City to monitor the Contractor's performance of its obligations under this Agreement. Such financial information, to the extent required to verify performance of Contractor's obligations under this Agreement, shall be available on the Contractor's business premises upon reasonable written notice.
- 11.2. Quarterly Report. The Contractor shall compile and keep the following information for each month during the quarter and shall deliver a written report thereon, signed by an officer of the Contractor, to the City Manager on a quarterly basis within thirty (30) days of the end of each calendar quarter:
- 11.2.1. total tons of solid waste collected pursuant to this Agreement;
 - 11.2.2. total tons of recyclables collected from residential and commercial/industrial premises, by type;
 - 11.2.3. number of residential premises receiving cart service pursuant to this Agreement;
 - 11.2.4. number of commercial/industrial premises served;
 - 11.2.5. the service complaint log described in Section 8.3;
 - 11.2.6. the report of uncollected waste described in Sections 5.6.4 and 6.4.2;
 - 11.2.7. the name, address and telephone number of each waste disposal facility used by Contractor during each month;
 - 11.2.8. the name, address and telephone number of each processing facility where recyclables, green waste or construction and demolition waste were delivered by Contractor during each month;
 - 11.2.9. summaries of the net amount of all waste disposed during the reporting period, typical fees paid, and where the waste was disposed of, by residential and commercial/industrial service sectors. The City may review all supporting

documentation (which the Contractor shall retain) for the Contractor's summaries on the Contractor's business premises after giving forty-eight (48) hours written notice of such a request;

- 11.2.10. average market prices for each recyclable material sold, and processing charges or acceptance fees for recyclable material, green waste and construction and demolition waste;
 - 11.2.11. participation rates for the entire City in terms of set out counts and average pounds collected for residential premises, multi-family dwelling units that are not residential premises, and commercial/industrial premises (exclusive of multi-family dwelling units that are not residential premises); and
 - 11.2.12. description of progress in meeting any applicable implementation schedule, including the problems encountered and how they were resolved.
- 11.3. Annual Report. The Contractor shall submit an annual report, in such form and utilizing such media as approved by the City, within sixty (60) days after the close of each calendar year. This report shall summarize all of the information included in the quarterly reports on an annual basis, and also include the following additional information:
- 11.3.1. A summary of the previous year's activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each service sector;
 - 11.3.2. A report on the Contractor's progress in meeting and maintaining its ability to meet the diversion goals under the Act as applied to the City, along with any recommended changes;
 - 11.3.3. a summary discussion of particular commercial/industrial accounts with notable service or payment issues;
 - 11.3.4. A revenue statement, setting forth monthly franchise fees, AB 939 administrative fees (if any), and the basis for the calculation thereof, certified for accuracy by an officer of the Contractor;
 - 11.3.5. A copy of Contractor's OSHA 300 log with respect to services performed in the City;
 - 11.3.6. Recommendations for new or changed services; and
 - 11.3.7. A list of the Contractor's officers and members of its board of Directors.
- 11.4. The Contractor's refusal or failure to file (after written notice requesting the Contractor to do so) any of the reports required or to provide required information to the City, or the inclusion of any false or misleading statement or representation by the

Contractor in such report shall be deemed a material breach of this Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the City under this Agreement or otherwise.

11.5. In order to verify reports of the amounts of solid waste collected by the Contractor from each designated route, the City shall be entitled to conduct an audit of any designated route upon demand. The City will make the audit demand by telephone 48 hours prior to the regularly scheduled collection day of the designated route. Telephone notice shall be followed by written notice and facsimile transmission to the Contractor. The audit demand shall entitle the City to conduct a physical route audit of any or all designated routes for the purposes of verifying customers served, amounts collected by material type, and any other information as may be deemed necessary and beneficial to the City so long as the audit activity does not interfere with the Contractor's personnel who are servicing the route being audited. The standard route audit will include but is not limited to: (i) verification that the collection vehicle is empty when beginning the route; (ii) verification of the addresses which are served by the designated collection vehicle; (iii) verification of the landfill or other facility to which the solid waste or recyclables are taken; and (iv) the quantity of solid waste, green waste or recyclables in tons collected from the designated route.

11.6. Contractor shall compile and keep the following documents by month, and shall deliver the documents to the City Manager within twenty (20) days of a request therefore from the City Manager:

11.6.1. copies of waste disposal facility weight tickets/invoices, which indicate the net amount of all solid waste disposed of during the reporting month, typical fees paid, and where the waste was disposed of, by route; and

11.6.2. copies of facility weight tickets/invoices which indicate the net amount of all recyclables and green waste diverted from disposal facilities during the reporting month, typical fees paid, and where the recyclables and green waste were delivered, by route.

11.7. The Contractor shall provide the City copies of all written communications from, or all reports or other material submitted by the Contractor to, any local, federal or state agency, related to any matter that may have an adverse affect on Contractor's ability to perform its obligations under this Agreement. Copies shall be submitted to the City simultaneously with the Contractor's filing of such matter with those agencies. The Contractor's routine correspondence to those agencies need not be automatically submitted to the City, but shall be made available to the City upon written request.

11.8. All reports and records required under this or any other section shall be furnished at the sole expense of the Contractor.

12. INSURANCE.

12.1. Contractor agrees to obtain and keep in force during the term of this Agreement,

public liability and property damage insurance issued by a company authorized to do business in California in an amount of not less than \$5,000,000.00 public liability, \$5,000,000.00 property damage, and \$5,000,000.00 excess (umbrella) coverage. To the extent applicable, said policy or policies shall (1) provide that the City, its elected and appointed officials, officers, agents and employees are additional insureds with respect to the subject matter and performance of this Agreement, and (2) provide that the policy or policies shall not expire, terminate, or be cancelled, or the coverage reduced, unless and until after thirty (30) days written notice is given to the City (10-days notice for cancellation due to failure to pay premium).

12.2. In addition, contractor shall obtain and keep in force sufficient Workers' Compensation Insurance, as required by applicable law, and Employer's Liability Insurance in an amount of not less than \$1,000,000.00.

12.3. Contractor shall provide a certificate of insurance or endorsements evidencing the above coverages to the City Manager.

13. INDEMNIFICATION

13.1. General Liability. Contractor shall indemnify, defend, and save harmless the City, its officers, agents and employees (the "Indemnitees"), for and from any and all loss, liability, claim, demand, action or suit, of any and every kind and description, arising or resulting from or in any way connected with any operations of Contractor in performing the obligations required by this Agreement, or arising or resulting from the failure of Contractor to comply in all respects with the provisions and requirements of this Agreement, or arising or resulting from the failure of Contractor to comply with applicable law, except to the extent of the sole or active negligence, willful misconduct, or violation of applicable law by the indemnitees. Subject to the scope of this indemnification and upon demand of the City, Contractor shall appear in and defend the City and its officers, employees and agents in any claims or actions, whether judicial, administrative or otherwise arising out of the above. The obligations of Contractor to the Indemnitees which arise under this Section 13.1 shall not be restricted to any insurance proceeds, and shall survive the expiration or termination of this Agreement.

13.2. CERCLA Liability.

13.2.1. Contractor shall indemnify, defend and hold harmless the indemnitees for all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, cause of action, interest and expenses (including but not limited to reasonable attorneys' and experts' fees) of any kind whatsoever paid, incurred, or suffered by or against the Indemnitees arising from or attributable to any repair, clean up, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (CERCLA), the California Health and Safety Code ("H&S Code") or other similar federal, state or local law or regulations, with respect to Contractor's collection, handling, or transportation of solid waste collected by Contractor from accounts pursuant to this Agreement. The

indemnity contained in this Section 13.2 is intended to operate as an agreement of Contractor pursuant to Section 107(e) of CERCLA and the H&S Code Section 25364 to defend, protect, hold harmless and indemnify the Indemnitees. Subject to the scope of this indemnification and upon demand of any of the Indemnitees, Contractor shall appear in and defend the Indemnitees in any claims or actions, whether judicial, administrative or otherwise arising out of the above. The obligations of Contractor to the Indemnitees which arise under this Section 13.2 shall not be restricted to any insurance proceeds, and shall survive the expiration or termination of this Agreement.

13.2.2. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any affiliate of Contractor. However, the foregoing indemnity shall not apply to the extent any claims arise or result from the sole or active negligence, willful misconduct, or violation of applicable law by any indemnitee.

13.3. AB 939 Liability. Subject to the requirements of Public Resources Code §40059.1, Contractor shall indemnify, protect, defend and hold the City harmless against all fines and penalties imposed by administrative order of CalRecycle against the City for failure to meet waste diversion requirements under AB939. The obligation of Contractor to indemnify, protect and defend the City shall include paying all reasonable legal fees and costs incurred by legal counsel designated by the City to represent the City in connection with any such administrative proceedings or litigation by CalRecycle.

13.4. Road Surface Damage. Contractor shall be responsible for any extraordinary damage to City's driving surfaces, whether or not paved, resulting from and directly attributable to the illegally excessive weight of vehicles providing solid waste collection or the improper placement and removal of containers on public or private property, but shall not be responsible for normal wear and tear.

14. BREACH AND TERMINATION.

14.1. In the event Contractor is in material breach of this Agreement; including but not limited to:

14.1.1. If the Contractor practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any misrepresentations in the negotiations which preceded the execution of this Agreement;

14.1.2. If the Contractor violates any orders or rulings of any regulatory body that have jurisdiction relative to this Agreement, provided that the Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to the Contractor is entered;

14.1.3. If the Contractor violates any material provision of any applicable federal, state or local statute or regulation specifically related to the performance of its obligations

under this Agreement;

14.1.4. If the Contractor ceases to provide collection service as required under this Agreement over all or a substantial portion of the area within the City, for a period of 7 days or more, for any reason within the control of the Contractor;

14.1.5. If the Contractor fails to make any payments required under this Agreement; or

14.1.6. If the Contractor fails to maintain in full force and effect the insurance required by Section 12 of this Agreement and such material breach is not cured within 30 days after notice in writing by the City to do so, the City may cancel and terminate this Agreement and Contractor shall have no further rights under or with respect to this Agreement. Notwithstanding the above, the 30 day period for a notice and opportunity to cure shall be extended where it is not reasonably possible to affect a cure within such 30 day period, provided that Contractor implements corrective actions within such 30 day period and thereafter diligently pursues their completion

14.2. Upon written notice from the City terminating this Agreement, Contractor shall have the right, upon written request made within 30 days of such order, to appeal such order to the City Council, to be heard at any regular Council meeting held within 30 days after City's receipt of Contractor's appeal. The decision of the City Council shall be final. Thereafter, Contractor may appeal any decision, order or action by the City Council under this Section 14, by filing a legal action with a Court having jurisdictional authority.

14.3. Liquidated Damages.

14.3.1. Should the Contractor be in material breach of the requirements set forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the default in performance will be extremely difficult and impractical to fix. The City finds, and the Contractor agrees, that as the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by the City as a result of a material breach by the Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

- 14.3.2. The following liquidated damages may be assessed by the City Manager against the Contractor in the event of the Contractor's breach of certain provisions of this Agreement:
- 14.3.2.1. Failure to maintain the collection schedule – Twenty five dollars (\$25.00) per dwelling unit not collected on the business day following the scheduled collection day after notification, plus the actual cost of investigation by the City Manager of the failure.
 - 14.3.2.2. Failure to remedy valid complaints which are determined to be justified by the City Manager - One hundred dollars (\$100.00) for each complaint.
 - 14.3.2.3. Leaking or spilling refuse or failure to pick-up such refuse immediately - Twenty dollars (\$100.00) each occurrence.
 - 14.3.2.4. Failure to have employees dressed uniformly in clean clothing -- Twenty dollars (\$20.00) per employee per day.
 - 14.3.2.5. Failure to maintain any refuse truck in accordance with the specifications after 1 warning by the City Manager- One hundred dollars (\$100.00) per truck per day.
- 14.3.3. In addition, the City Council may, in its discretion, assess liquidated damages not to exceed the sum of Three Thousand Dollars (\$3,000.00) per day, for each calendar day that service is not provided by the Contractor in accordance with this Agreement. Notwithstanding the above, the City or City Manager may only impose those liquidated damages set forth in Section 14.3.2 with respect to any matter addressed in Section 14.3.2.
- 14.3.4. The actual cost of investigation by the City Manager of any failure or violation may be assessed in addition to the above schedule of liquidated damages, computed at the then current rate per hour of staff time plus any direct costs. If the City equipment is used to pick up misses or respond to complaints, all direct costs plus staff time (including overhead) shall be charged to the Contractor.
- 14.3.5. The City finds, and Contractor acknowledges and agrees, that the above described liquidated damage provisions represent a reasonable sum in light of all of the circumstances. These liquidated damages sums shall be applicable to each calendar day of delay during which the Contractor has been found by the City Council or City Manager (as the case may be) to be in breach of this Agreement. The amount of the liquidated damages shall be increased by the past year's annual percentage September to August change in the CPI, on each anniversary date of this Agreement.
- 14.3.6. If the City Council or City Manager (as the case may be) assess such liquidated damages, the City Manager shall so notify the Contractor in writing and send a copy of the notice to the City Finance Manager. Liquidated damages shall only be assessed after the Contractor has been given notice and opportunity to cure as

provided in Section 14.1, but has failed to rectify the deficiencies of which it has been notified. The notice of assessment shall include a brief description of the incident or the event of non-performance. The Contractor may review (and make copies at its own expense) all non-confidential information in the City's possession relating to the incident or the event of non-performance. The Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Manager or the City Manager's designee. The Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident or the event of non-performance. The City Manager shall provide the Contractor with a written explanation of the determination on each incident or event of non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager shall be final. Notwithstanding any provision of law to the contrary, the City has the affirmative duty to undertake reasonable measures to mitigate the amount of liquidated damages asserted or collected.

14.3.7. Once the notification, meeting and opportunity to cure process set forth in Section 14.3.6 is completed, the City Finance Manager may deduct the amount of such liquidated damages from any payment which is due to the Contractor or which thereafter becomes due. Thereafter, the Contractor shall have the right to appeal the City Manager's determination pursuant to the procedures set forth in Section 14.2 for appeal of a decision of the City Manager regarding a notice of default.

15. EXCUSE FROM PERFORMANCE; FORCE MAJEURE.

15.1. If either party is prevented from or delayed in performing its duties under this Agreement by an event of force majeure, then the affected party shall be excused from performance hereunder during the period of such disability.

15.2. The party claiming excuse from performance shall promptly notify the other party when it learns of the existence of such cause and when such cause has terminated.

15.3. The interruption or discontinuance of services by a party arising from a force majeure event shall not constitute a default under this Agreement.

16. FAITHFUL PERFORMANCE BOND Upon execution of this Agreement Contractor shall furnish to City and shall file with the City a surety bond executed by Contractor as principal and by a corporate surety authorized to do business in California as surety, in the sum of Five Hundred Thousand Dollars (\$500,000), conditioned upon the faithful performance by Contractor.

17. ASSIGNMENT AND TRANSFER.

17.1. Contractor's Assignment of Contract. The Contractor shall not assign, sell, subcontract or otherwise delegate its authority to perform any portion of this Agreement without the prior express written consent of the City. Neither shall any interest in this Agreement or any right or privilege accruing to Contractor under the terms of this Agreement be so assigned. Upon any assignment duly authorized in writing by the City,

the assignee shall assume all liability of the Contractor.

17.2. Transfer of Ownership Interests. The prior written consent of the City shall be required in connection with any merger, consolidation, reorganization, business combination, or other transaction wherein or whereby 25% or more of the ownership interests in the Contractor will be affected and control of the Contractor will change or be subject to change, except with respect to any such transaction with an affiliate of Contractor. As used herein, "control" shall mean the possession, direct or indirect, or the power to direct or cause the direction of the management and policies of the Contractor. A duly executed copy of any written instrument evidencing the closing and consummation of any such transaction shall be filed with the City Manager within 30 days after City Council adoption of a resolution consenting to such transaction.

17.3. Evaluation Criteria. In determining whether it shall consent to any transfer or assignment of this Agreement or any interest therein, or to any transaction affecting the control of the Contractor, the City may evaluate the financial, technical, legal and other qualifications of the proposed transferee or controlling person. Contractor shall ensure that the proposed transferee or controlling person submits all Information requested by the City not less than 60 days prior to the closing date of the proposed transaction. After considering the financial, technical, legal and other qualifications of the proposed transferee or controlling person, the City Council may by resolution authorize the proposed transaction, subject to such conditions as may be in the public interest. The City's consent to any such transaction shall not be unreasonably denied or delayed.

17.4. Payment of Costs and Expenses Incurred. Contractor and its proposed transferee or controlling person shall be jointly and severally responsible for reimbursement to the City of all costs and expenses reasonably incurred in processing and evaluating the information relating to the proposed transaction, as provided for in Section 6.4 above.

18. CUSTOMER BILLING AND PAYMENT; SERVICE RATES.

18.1. Residential Cart Service.

18.1.1. Invoicing and Payment to Contractor. The City shall invoice and collect payments from residential accounts. The City shall compensate the Contractor monthly for residential services, in a total amount based upon the per unit standard service charge, as it may be adjusted from time to time, and any applicable service fees, special fees or discounts, as provided in Exhibit A. In calculating such monthly compensation to the Contractor, the applicable per unit rates shall be multiplied by the number of residential dwelling units in single family residences and in multiple-unit residential complexes receiving cart service. The aggregate number of such dwelling units is currently estimated by the City to be 18,420.

18.1.2. Contractor Submittal of Invoicing Information. On or before the 30th of each month, Contractor shall provide City the following information. This information will be incorporated into the next invoice submitted by City to a residential account.

- 18.1.2.1. all service charges and special charges for the previous month, for billing by the City;
 - 18.1.2.2. a listing of all account locations where service was initiated or canceled during the previous month;
 - 18.1.2.3. all changes in the level of service provided to any account; or
 - 18.1.2.4. any applicable changes to the rates for any account, such as the senior discount.
- 18.1.3. Payment to Contractor. City will pay Contractor all amounts owing in accordance with Sections 18.1.1 and 18.1.2 by the 30th day of each month. The City may deduct franchise fees and AB939 administrative fees from the payment to Contractor, along with a statement detailing the basis for the deduction.
- 18.1.4. Annual Determination of the Number of Residential Premises Receiving Cart Service.
- 18.1.4.1. Prior to December 31, 2010, and each anniversary date thereafter, the number of residential premises receiving cart service for which the Contractor shall be compensated by the City shall be determined as follows:
 - 18.1.4.2. Not later than September 30 of each year, the City shall provide to the Contractor the total number of residential premises as determined by the City.
 - 18.1.4.3. The Contractor shall have 30 days to review the total number of residential premises and the supporting documentation supplied by the City.
 - 18.1.4.4. The Contractor shall inform the City Manager in writing not later than 5 days following the end of the 30-day review period of any disagreement with the total number of residential premises and the basis for such disagreement. Failure to so inform the City Manager shall constitute acceptance of the total number of residential premises as determined by the City.
 - 18.1.4.5. If the Contractor and the City are unable to agree upon the total number of residential premises within 10 days after receipt from the Contractor of the notice of disagreement, the City Council shall establish the total number.
 - 18.1.4.6. The total number of residential premises for which the Contractor shall be compensated by the City during each calendar year, shall be determined as provided above and shall not vary during the calendar year, regardless of any subsequent increase or decrease in the total number of such residential premises.
- 18.1.5. Senior Discount. Upon request, the City or Contractor shall grant qualifying senior citizens (age 65 or older) receiving cart service a discount of up to \$4.00 from

the per monthly service rates otherwise applicable, with the exact amount of the discount determined by the City. The City and Contractor will cooperate to establish reasonable standards for qualification for this discount.

18.2. Invoicing for Other Services.

18.2.1. Contractor shall invoice commercial/industrial accounts receiving permanent bin service, permanent roll-off service or cart service on a monthly basis in advance, as provided in Exhibit A, as adjusted. In addition, Contractor shall invoice residential accounts or commercial/industrial accounts receiving temporary bin or roll-off service, as provided in Exhibit A, as adjusted. All new commercial/industrial accounts establishing service after the effective date will be charged an activation fee, which shall be charged as a service fee. However, the activation fee will not apply to existing commercial accounts that move to a new business location within the City. Contractor may require a security deposit from commercial/industrial accounts with a history of non-payment. Finally, Contractor shall collect payment from residential accounts or commercial/industrial accounts receiving Bagster® Service, and may use payment by credit card, at a reasonable rate negotiated between the account and Contractor.

18.2.2. Religious and Non-Profit Organizations. Contractor agrees to provide services to commercial/industrial premises owned or occupied by religious institutions or non-profit organizations registered under Section 501(c)(3) of the Internal Revenue Code at a rate 15% lower than otherwise provided in Exhibit A. Any dispute regarding the applicability of this discount to a particular account will be decided by the City Manager.

18.3. Account Delinquency.

18.3.1. With respect to residential accounts billed by the City, Contractor will suspend service upon the direction of the City Manager, for such periods of time as determined by the City Manager.

18.3.2. With respect to accounts billed by Contractor, Contractor will provide an account with a notice of delinquency in the event of non-payment after thirty (30) days from the date of a billing. If payment is not received within thirty (30) days from the date of the notice of delinquency, Contractor may terminate collection service at the delinquent account until payment in full has been received, including any accrued interest, and reimbursement of any NSF bank charges or other costs of collection, and in addition Contractor may charge an activation fee. Contractor may charge a late fee for such time as the bill remains unpaid after its due date, which shall be charged as a special fee. Contractor will provide the City a list of delinquent accounts billed by Contractor upon request.

18.4. Service and Rate Disputes. Any disputes between Contractor and an account regarding the provision of services, including the size and location of containers, frequency of collections, or the amount of any service fees or special fees charged by

Contractor, or the reasonableness of charges for Bagster® Service, will be referred to the City Manager for determination. Thereafter, either Contractor or the account may appeal the City Manager's determination to the City Council, whose decision shall be final.

18.5. Rate Adjustments.

18.5.1. Annual Adjustment. The initial rates for service as of the effective date are set forth in Exhibit A. All of the rate components set forth in Exhibit A (without considering franchise and AB 939 administrations fees), including all ancillary fees and charges, must be adjusted as set forth below.

18.5.2. Rate Adjustment Timing and Procedure.

18.5.2.1. All components of the residential service rate must be adjusted beginning July 1, 2012, and every July 1 thereafter. All components of the commercial/industrial service rate must be adjusted beginning July 1, 2011, and every July 1 thereafter. Contractor shall submit to the City Manager, on or before the April 1 prior to the effective date of the proposed adjustment, information in support of the adjustment. The City Manager shall review the information submitted by Company for completeness and accuracy, and, if accurate, approve the requested adjustment. The parties agree to negotiate in good faith regarding any dispute regarding the accuracy of information submitted by Contractor.

18.5.3. Rate Adjustment Methodology. The rate will be adjusted by the percentage increase in the Consumer Price Index, All Urban Consumers, for the Los Angeles/Riverside/Orange County metropolitan area, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), for the March through February immediately prior to the date of the adjustment.

18.5.4. Special Rules Related to Rate Adjustments. Notwithstanding any provision herein to the contrary:

18.5.4.1. For rate adjustments taking place on July 1, 2011, July 1, 2012 and July 1, 2013, respectively, the adjustment shall be the greater of the percent change based on the CPI or 4.0% for the residential rate and 4.25% for the commercial/industrial rate. Notwithstanding the above, no adjustment to the residential rate or the commercial/industrial rate shall be greater than 5.0%.

18.5.4.2. For rate adjustments beginning of July 1, 2014 and for the remainder of the Term, the adjustment shall not be greater than 5.0% or less than 0.0% (e.g. no rate reduction), notwithstanding the percentage change in the CPI.

18.5.5. Extraordinary Adjustments.

18.5.5.1. In addition to the annual adjustment provided in Section 18.5.1 through

18.5.4, Contractor may request an adjustment to the rates for service set forth in Exhibit A at times other than those specified in Section 18.5.2.1 to recover increased costs of operation attributable to unusual changes in the cost of providing service under this Agreement. Contractor may request only one such adjustment during any calendar year. "Unusual changes" may include changes in service mandated by the City, changes in reporting requirements mandated by the City, changes to the South Gate Municipal Code affecting Contractor's operations, increases in the cost of disposal or processing of solid waste and green waste (at a facility not owned or operated by Contractor or an affiliate) in excess of the CPI, new or increased federal, state or local government solid waste fees and charges, changes in the law, rate increases imposed by any transfer facility utilized by Contractor (not owned or operated by Contractor or an affiliate) in excess of the CPI, or increases in fuel prices in excess of the CPI. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request must be prepared in a form acceptable to the City with support for all assumptions made by the Contractor in preparing the estimate. The City will review the Contractor's request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any. A requested adjustment may not be denied in the case of changed or additional services requested by the City, any change in reporting requirements requested by the City, any change in the Municipal Code affecting the Contractor's operations, or new or increased federal, state or local government solid waste fees and charges.

18.5.5.2. In order to facilitate the City's consideration of a request for an extraordinary, the parties acknowledge that the general allocation of Contractor's costs of providing service is as follows: residential, 66.5% service, 33.3% transfer/disposal; commercial/industrial, 50% service, 50% transfer/disposal/processing.

19. OTHER AGREEMENTS OF THE PARTIES.

19.1 Relationship of Parties. The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by the City and not as an officer or employee of the City, nor as a partner of or joint venturer with the City. No employee or agent of Contractor shall be deemed to be an employee or agent of the City. Except as otherwise expressly provided herein, Contractor shall have exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing those services. Contractor is solely responsible for the acts and omissions of its officers, employees, subsidiaries, subcontractors, affiliates and agents. Neither Contractor nor its officers, employees, subsidiaries, subcontractors, affiliates and agents will obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with the City.

19.2 Compliance with Law. City and Contractor must, at their sole cost, comply with all applicable laws and regulations promulgated by federal, state, regional, or local

administrative and regulatory agencies, that are now in force and as they may be enacted or amended during the term of this Agreement.

- 19.3 Governing Law. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of California.
- 19.4 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties to this Agreement and their representatives, successors, and permitted assigns.
- 19.5 Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.
- 19.6 Notice. All notices, requests, demands and other communications hereunder shall be furnished at the addresses listed below (or such other address as notified in writing), shall be in writing, and shall be deemed as duly given when delivered personally (or by an overnight delivery service) or 3 days after the date mailed by certified mail, return receipt requested as follows:

City:

City of South Gate
Attn: City Manager
8650 California Avenue
South Gate, CA 90290

Contractor:

USA Waste of California, Inc.
Attn: Director of Operations
1970 East 213th Street
Long Beach, CA 90810

Copy to:

Waste Management – Western Group
7025 N. Scottsdale Road
Suite 200
Scottsdale, AZ 85253
Attention: Group Legal Counsel

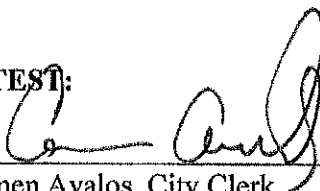
- 19.7 Attorney's Fees. In any action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party is entitled to an award of attorney's fees in the amount reasonably incurred in the prosecution or defense of that action. The term "prevailing party" means the party entitled to recover costs of suit, upon the conclusion of the matter, in accordance with the laws of the State of California.
- 19.8 Entire Agreement. This Agreement, including the exhibits, constitutes the entire agreement between the parties with respect to the matters covered. No verbal agreement or understanding with any officer, agent, or employee of the City, either before, during, or after the execution of this Agreement, will affect or modify any of the rights or obligations herein contained.
- 19.9 Section Headings. The section headings in this Agreement are for the convenience of reference only and are not intended to be used in construing this Agreement, nor are they intended to alter or affect any of its provisions.
- 19.10 References to Laws. All references in this Agreement to laws will be understood to include existing laws as they may be subsequently amended or recodified, unless otherwise specifically provided.
- 19.11 Interpretation. This Agreement, including the attached exhibits; will be interpreted and construed reasonably, and neither for nor against either party, regardless of the degree to which either party participated in their drafting.
- 19.12 Amendments. This Agreement may not be amended in any respect except by a writing signed by the parties.
- 19.13 Severability. If any provision of this Agreement is for any reason determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, including but not limited to a change in applicable federal, state or local law, the invalidity or unenforceability of that provision will not affect any of the remaining provisions of this Agreement, which provisions will be enforced as if such invalid or unenforceable provision had not been included.

[Remainder of page left blank intentionally]

19.14 Non-Waiver Provision. Failure of either party to exercise any of the remedies set forth in this Agreement within the time periods specified will not constitute a waiver of any rights of that party with regard to an event of nonperformance, whether determined to be a breach, excused performance, or unexcused default by the other party.


TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below the authorized signature.

ATTEST:



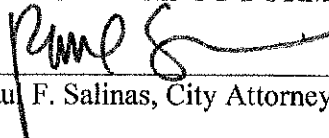
Carmen Avalos, City Clerk
(SEAL)

CITY OF SOUTH GATE

By: 

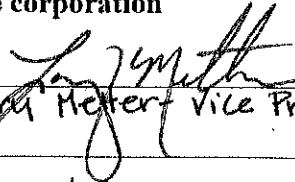
Gregory Martinez
Title: Mayor
Date: 02/28/2011

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

USA WASTE OF CALIFORNIA, INC., a
Delaware corporation

By: 

Larry Metter, Vice President
Title: _____
Date: 3/10/11

EXHIBIT A

Initial Rates

Schedule of Rates

Residential Collection Services Fees Effective July 1, 2008

For each single family residence and for each dwelling-unit within a multiple-unit residential complex (excluding those residences or dwelling units occupied by a qualified low income senior citizen), effective as of the Effective date:

a. Standard Monthly service charge for recycling services and for servicing one (1) standard residential refuse container of a 96 to 101-gallon capacity (including an administrative fee of \$2.02)	\$ 15.44
b. Reduced monthly service charge for recycling services and for servicing one (1) standard residential refuse container of a 60 to 67-gallon capacity (including an administrative fee of \$1.91)	\$ 14.00
c. Extra monthly service charge for each additional standard refuse container of a 96 to 101-gallon capacity (including an administrative fee of \$.43)	\$ 9.93
d. Extra monthly service charge for each additional standard refuse container of a 60 to 67-gallon (including an administrative fee of \$.30)	\$ 6.92

Senior Citizen-Residential

For each single family residence and for each dwelling-unit within a multiple-unit residential complex which is occupied by a low-income senior citizen, effective as of the Effective date:

a. Standard Monthly service charge for recycling services and for servicing one (1) standard residential refuse container of a 96 or 101-gallon capacity. (This reflects a discount of \$4.00 per	\$ 10.40
b. Reduced monthly service charge for recycling services and for servicing one (1) standard residential refused container of a 60 or 67-gallon capacity. (This reflects a discount of \$4.00 per	\$ 8.98
c. Extra monthly service charge for each additional standard refuse container of a 96 to 101-gallon capacity. (This includes an administrative fee of \$.43)	\$ 9.93
d. Extra monthly service charge for each additional standard refuse container of a 60 to 67-gallon (This includes an administrative fee of \$.30)	\$ 6.92

City of South Gate 2009 Commercial and Industrial Rates

Commercial/Industrial Service Rates (Effective January 1, 2009)

1. Commercial Service

Bin Size	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK
64 gallon container	\$23.99	\$47.98	\$71.97	\$95.96	\$119.95	\$143.94
96 gallon container	\$30.15	\$60.30	\$90.45	\$120.60	\$150.75	\$180.90
2 cy rate/month	\$94.69	\$152.93	\$210.92	\$269.05	\$350.69	\$410.64
3 cy rate/month	\$121.88	\$192.22	\$260.64	\$330.06	\$398.91	\$466.92
4 cy rate/month	\$140.66	\$225.05	\$312.26	\$398.50	\$484.78	\$558.86
5 cy rate/month	\$178.16	\$293.49	\$406.96	\$525.11	\$637.60	\$758.66
6 cy rate/month	\$213.80	\$352.19	\$488.35	\$630.09	\$765.11	\$910.35

Extra pick up charges per bin	2 yard	3 yard	4 yard	5 yard	6 Yard
	\$43.07	\$55.37	\$67.68	\$79.98	\$92.29

Overage fee per bin	2 yard	3 yard	4 yard	5 yard	6 Yard
	\$43.07	\$55.37	\$67.68	\$79.98	\$92.29

Front Load Compactor	2 yard	3 yard	4 yard	5 yard	6 Yard
	\$284.07	\$365.64	\$421.98	\$534.48	\$641.40
Extra pick up charges	\$86.14	\$110.74	\$135.36	\$159.96	\$184.58

2. Other Services and Fees

a. Push Out						
Per bin per month	\$24.22	\$47.11	\$67.30	\$87.48	\$107.68	\$121.13
b. Scout Service -						
Per bin per month	\$37.40	\$66.05	\$97.71	\$124.62	\$152.03	\$180.70
c. Locking Lids						
Per bin per month	\$12.11	\$17.50	\$24.22	\$30.95	\$37.02	\$43.07
d. Bulky Item pick-up (including e-waste)						
		\$25.00				
e. Commercial Recycling Contamination Fee:						
		\$20.00				
f. Commercial Reactivation from bad debt:						
		\$20.00				
g. Recycling Rates:						
		Not to exceed 50% of Commercial rate				

3. ROLL OFF SERVICE Including C&D**Commercial - 5 ton minimum; Residential C&D - 3 ton minimum**

Temp Container - any size	Haul Rate	\$265.00
	Delivery Fee	\$95.00
	Trip Charge	\$100.00
	Relocation Charge	\$100.00
Compactor Service	Haul Rate	\$348.94
Disposal Fee per ton		\$52.19
Roll off Weekly Rental Fee		\$45.00

4. Residential services offered - 3-yard temporary bin

Cost per container (includes 7 day rental & disposal)	\$180.14
Additional pick-up	\$71.17
Weekly rental beyond initial 7 days	\$40.00

5. Religious and Non-Profit commercial discount services

Religious institutions or non-profit organizations registered under Section 501(c)(3) of the Internal Revenue Code are eligible for a rate 15% lower than otherwise provided for commercial services in Exhibit A

EXHIBIT B

City Sponsored events

- **Earth Day festival:**
 - **Equipment:** six 40-yard bins; 25 event boxes; 500 liners

- **Tweedy Mile Street Fair:**
 - **Equipment:** two 40-yard bins; five 6-yard bins for trash; five 4-yard bins for recycling; 100 event boxes; 200 liners

- **July 4th event:**
 - **Equipment:** two 6-yard bins for trash; two 3-yard bins for recycling; 50 event boxes

- **Family Day in the Park:**
 - **Equipment:** 50 event boxes

- **Holiday Parade:**
 - **Equipment:** 125 event boxes; 250 liners

- **Azalea Festival:**
 - **Equipment:** 150 event boxes; 250 liners

**AMENDMENT NO. 1
TO AGREEMENT FOR COMMERCIAL/INDUSTRIAL AND RESIDENTIAL
REFUSE COLLECTION AND RECYCLING SERVICES
WITH USA WASTE OF CALIFORNIA, INC.**

THIS AMENDMENT NO. 1 ("Amendment No. 1") TO AGREEMENT FOR COMMERCIAL/INDUSTRIAL AND RESIDENTIAL REFUSE COLLECTION AND RECYCLING SERVICES (hereinafter, the "Agreement"), is entered into and executed as of August 14, 2012, by and between the CITY OF SOUTH GATE (hereinafter, the "City"), a municipal corporation, organized and existing under the laws of the State of California, and USA WASTE OF CALIFORNIA, INC dba WASTE MANAGEMENT OF LOS ANGELES, a Delaware Corporation (hereinafter, the "Contractor").

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 49100, et seq.; hereinafter the "Act") established a solid waste management process that requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS, the Contractor and City entered into that certain agreement entitled Franchise Agreement between the City of South Gate and USA Waste of California, Inc. for Commercial/Industrial and Residential Refuse Collection and Recycling Services; ("Agreement"), dated January 25, 2011; and

WHEREAS, the City and the Contractor have completed discussions regarding the implementation of a commercial recycling service rate, as contemplated in the Agreement; and

WHEREAS, the City and the Contractor desire to include provisions to implement the requirements of AB 341; and

WHEREAS, the bill would require a jurisdiction, on and after July 1, 2012, to implement a commercial solid waste recycling program meeting specified elements but would not require the jurisdiction to revise its source reduction and recycling element if the jurisdiction adds or expands a commercial solid waste recycling program to meet this requirement. The bill would authorize a local agency to charge and collect a fee from a commercial waste generator to recover the local agency's costs incurred in complying with the commercial solid waste recycling program requirements; and

WHEREAS, the City and the Contractor desire to modify certain service requirements; and

WHEREAS, in accordance with California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified company for the collection, transportation, recycling, processing, and disposal of solid waste, and for other services related to meeting the diversion goals of AB 939, AB 341 and other requirements of the California Integrated Waste Management Act.

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

1. Section 5.6 of the Agreement is to be deleted in its entirety and replaced with the following:

"5.6 Recyclable Material.

5.6.1 Contractor shall make available collection of recyclable material from commercial/industrial accounts requesting such service, using bins, roll-off boxes or carts, depending upon the account's needs.

5.6.2 In addition, Contractor shall cooperate and assist City in meeting the requirements of AB 341, including, but not limited to, identifying Commercial Premises and multiple-unit residential dwelling units that are required to receive recycling service, education and outreach to all properties, reporting on efforts to provide service at such premises, and a quarterly listing of such premises that have declined to accept recycling service to facilitate the City's exercise of its enforcement powers.

5.6.3 Contractor shall collect and remove all recyclable material placed in containers from every commercial/industrial premises receiving recyclable material collection service at a frequency required to handle the materials generated by the commercial or industrial premises. Notwithstanding the above, any putrescible or degradable recyclable material shall be collected and removed from any commercial/industrial premises not less often than once per week. The rates for providing commercial recycling service are set forth in the Exhibit A statement of supplemental rates attached hereto."

2. Section 6.6.7.2 of the Agreement is deleted in its entirety and replaced with the following:

"6.6.7.2 Drop-off. Contractor shall accept bulky items from any residential occupant at Contractor's Transfer Station facility during normal operating hours at no charge. In addition, residential property managers and management companies are entitled to deliver bulky items on behalf of residential occupants at Contractor's material recovery facility during normal operating hours at no charge up to a certain number of times each calendar year based on the number of units managed, in accordance with the following formula:

- 5 – 25 Dwelling Units up to 5 times per year, with a maximum of 10 items per trip;
- 26 – 100 Dwelling Units up to 10 times per year, with a maximum of 10 items per trip;
- More than 100 Dwelling Units up to 15 times per year, with a maximum of 10 items per trip

Additional deliveries by property manager or management companies are subject to the uniform standard tipping charge at Contractor's transfer station facility."

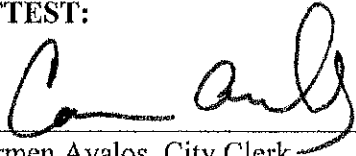
3. Section 7.2 of the Agreement is deleted in its entirety and replaced with the following:

"7.2 Contractor shall provide 6 40 cubic yard roll-off boxes for the collection of refuse in such areas of the City as may be designated from time to time by the City Manager. Roll-off boxes shall be emptied by Contractor on an on-call basis. The City shall pay the costs of such services to Contractor at the rate specified in Exhibit A, except that Contractor agrees to waive any service or disposal charges with respect to roll-off boxes collected at the City facility located at 9545 Salt Lake Avenue, South Gate, CA."

4. Except as provided herein, the terms and conditions of the Agreement remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below the authorized signature.

ATTEST:



Carmen Avalos, City Clerk
(SEAL)


"CITY"
CITY OF SOUTH GATE

By: 

W. H. (Bill) De Witt, Mayor

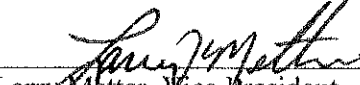
Date: 08/28/12

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

"CONTRACTOR"
USA WASTE OF CALIFORNIA, INC.,
a Delaware corporation

By: 

Larry Metter, Vice President

Date: 8/28/12

EXHIBIT A

Statement of Supplemental Rates

Commercial Recycling

Exhibit A

South Gate Commercial Recycling Rates August 14, 2012

Commercial Recycling Rate

South Gate Commercial Single Stream Recycling Rate						
Commercial Recycle	Ratepayer Charges					
Bin Size	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK
35 gallon container	\$13.51					
64 gallon container	\$16.39	\$32.78				
96 gallon Container	\$19.12	\$38.24	\$57.37			
2 cy rate/month	\$53.31	\$86.09	\$118.74	\$151.46		
3 cy rate/month	\$62.89	\$99.19	\$134.50	\$170.32	\$205.85	\$240.95
4 cy rate/month	\$65.99	\$105.58	\$146.49	\$186.95	\$227.42	\$262.18
6 cy rate/month	\$90.27	\$148.70	\$206.19	\$266.03	\$323.04	\$384.36
Includes City 15% Franchise Fee.						

Current trash collection rate - Commercial Service as of July 1, 2012

Bin Size	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK
64 gallon container	\$26.07	\$52.14	\$78.21	\$104.28	\$130.35	\$156.42
96 gallon container	\$32.76	\$65.52	\$98.28	\$131.04	\$163.80	\$196.56
2 cy rate/month	\$102.90	\$166.20	\$229.22	\$292.40	\$381.13	\$446.28
3 cy rate/month	\$132.46	\$208.91	\$283.27	\$358.71	\$433.53	\$507.45
4 cy rate/month	\$152.87	\$244.58	\$339.36	\$433.10	\$526.86	\$607.37
5 cy rate/month	\$193.62	\$318.96	\$442.29	\$570.69	\$692.95	\$824.51
6 cy rate/month	\$232.36	\$382.76	\$530.74	\$684.79	\$831.53	\$989.37

Rationale:

* Rate is structured to encourage right sizing - better to get one larger container than a smaller one serviced repeatedly and costed accordingly

* If customers need multiple day service for containers not listed in the rates, WM will work with them on a case by case basis

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF SOUTH GATE AND USA WASTE OF CALIFORNIA, INC.
FOR COMMERCIAL/INDUSTRIAL AND RESIDENTIAL REFUSE
COLLECTION AND RECYCLING SERVICES**

This Second Amendment to Agreement for Commercial/Industrial and Residential Refuse Collection and Recycling Services (hereinafter, the "Second Amendment"), is entered into and executed as of March 14, 2017, by and between the CITY OF SOUTH GATE (hereinafter, the "City"), a municipal corporation, organized and existing under the laws of the State of California, and USA WASTE OF CALIFORNIA, INC dba WASTE MANAGEMENT OF LOS ANGELES, a Delaware Corporation (hereinafter, the "Contractor").

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 49100, et seq.; hereinafter the "Act") established a solid waste management process that requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS, the Contractor and City entered into that certain agreement entitled Franchise Agreement between the City of South Gate and USA Waste of California, Inc. for Commercial/Industrial and Residential Refuse Collection and Recycling Services; ("Agreement"), dated January 25, 2011, and a First Amendment to Agreement for Commercial/Industrial and Residential Refuse Collection and Recycling Services ("First Amendment") dated August 14, 2012; and

WHEREAS, the First Amendment included provisions to implement the requirements of AB 341; and

WHEREAS, the City and the Contractor now desire to include provisions to implement the requirements of AB 1826; and

WHEREAS, in accordance with California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified company for the collection, transportation, recycling, processing, and disposal of solid waste, and for other services related to meeting the diversion goals of AB 939, AB 341, AB 1826 and other requirements of the California Integrated Waste Management Act.

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

1. Section 1.28 of the Agreement is to be deleted in its entirety and replaced with the following:

“1.28 FOOD WASTE means solid waste comprised of animal, fruit or vegetable matter that attends the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables, and compostable paper used in food service.”

2. New Section 1.39.1 is added to the Agreement, as follows:

“1.39. ORGANIC WASTE or ORGANICS means food waste and green waste, whether collected separately or commingled into the same bin, cart or roll-off box.”

3. Section 5.6 of the Agreement is to be deleted in its entirety and replaced with the following:

“5.6 Recyclable Material and Organic Waste.

5.6.1 Contractor shall make available collection of recyclable material from commercial/industrial accounts requesting such service, using bins, roll-off boxes or carts, depending upon the account's needs.

5.6.2 In addition, Contractor shall cooperate and assist City in meeting the requirements of AB 341, including, but not limited to, identifying Commercial Premises and multiple-unit residential dwelling units of five (5) units or more, that are required to receive recycling service, reporting on efforts to provide service at such premises, and a quarterly listing of such premises that have declined to accept recycling service to facilitate the City's exercise of its enforcement powers.

5.6.3 Contractor shall collect and remove all recyclable material placed in containers from every commercial/industrial premises receiving recyclable material collection service at a frequency required to handle the materials generated by the commercial or industrial premises. Notwithstanding the above, any putrescible or degradable recyclable material shall be collected and removed from any commercial/industrial premises not less often than once per week. The rates for providing commercial recycling service are set forth in the Exhibit A statement of supplemental rates attached hereto.

5.6.4 Contractor shall make available collection of organic waste from commercial/industrial accounts requesting such service, using bins, roll-off boxes or carts, depending upon the account's needs.

5.6.5 In addition, Contractor shall cooperate and assist City in meeting the requirements of AB 1826, including, but not limited to, identifying commercial/industrial premises and multiple-unit residential dwelling units of five (5) units or more, that are required to receive organics service, reporting on efforts to provide service at such premises, and a quarterly listing of such premises that have declined to accept organics service to facilitate the City's exercise of its enforcement powers.

5.6.6 Contractor shall collect and remove all organic waste placed in containers from every commercial/industrial premises receiving organics service at a frequency required to handle the materials generated by the commercial or industrial premises. The rates for providing commercial organics service is set forth in the Exhibit A statement of supplemental rates attached hereto."

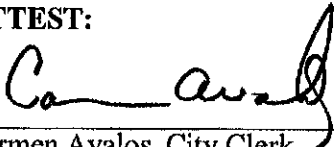
4. Except as provided herein, the terms and conditions of the Agreement and the First Amendment remain in full force and effect.

[Remainder of page left blank intentionally]

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Second Amendment to be executed by its duly authorized representative as of the date set forth below the authorized signature.

CITY OF SOUTH GATE

ATTEST:



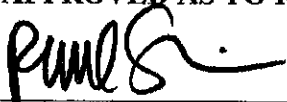
Carmen Avalos, City Clerk
(SEAL)

By: 

Maria Davila, Mayor

Date: 06/13/2017

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

**USA WASTE OF CALIFORNIA, INC., a
Delaware corporation**

By: 

Larry Metter, President - Southern California Area

Date: 3/22/18

EXHIBIT A

Statement of Supplemental Rates

Organic Waste

Organics Service

Bin Size / Freq	1	2	3
64 gallon container			
Collection	\$20.59	\$41.18	\$61.77
Processing	\$37.72	\$75.44	\$113.16
Total	\$58.31	\$116.62	\$174.92
Each Additional Cart	\$52.13	\$104.26	\$156.39
2 cy rate/month			
Collection	\$81.27	\$131.26	\$181.03
Processing	\$150.88	\$301.75	\$452.63
Total	\$232.14	\$433.01	\$633.66
Each Additional Cart	\$207.76	\$393.63	\$579.35

Note: Exhibit A was replaced by Exhibit A-1 due to inadvertently omitted Table for Commercial Recycling Services.

* See Memo dated February 27, 2018.



City of South Gate

----- Memorandum -----

To: Carmen Avalos, City Clerk
From: Victor H. Ferrer, Management Analyst *V.F.*
Date: February 27, 2018
Re: **Administrative Change to Amendment No. 2 to Contract No. 2222 with USA Waste of California, Inc., dba Waste Management of Los Angeles**

Purpose

To correct Amendment No. 2 to Contract No. 2222 with USA Waste of California, Inc., dba Waste Management of Los Angeles (Amendment No. 2) by replacing Exhibit A with Exhibit A-1, an exhibit establishing rates for Commercial Organic and Recycling services.

Background

Waste Management has been the City's waste hauler since August 13, 1990. On May 10, 2005, the City Council approved Contract No. 2222 with Waste Management for Commercial/Industrial and Residential Refuse Collection and Recycling Services, through December 13, 2017.

The City Council later approved Amendment No. 1 and amended Contract No. 2222 on January 25, 2011 and on August 14, 2012, which, among other things, extended the contract to December 31, 2022, and gave Waste Management the exclusive rights to collect, transport, recycle and dispose of Solid Waste, Recyclable Material, Green Waste, Food Waste (Organic Waste) and Construction and Demolition Waste.

On June 13, 2017, the City Council approved Amendment No. 2, which established rates for commercial organic waste and recycling services.

Issues

Although Amendment No. 2 focuses on a new organic waste hauling service, the amendment cites recycling services; specifically, Section 5.6.3 states, "...The rates for providing commercial recycling service are set forth in the Exhibit A statement of supplemental rates attached hereto." Meaning, new rates for organic waste and recycling services are being established or amended and can be found in Exhibit A; said exhibit only contains the rates for organic waste services and inadvertently omits the rates from recycling services.

Ultimately, Amendment No. 2 accidentally – by clerical error – eliminates the rates for recycling services, which was not the intent of the amendment.



Directives

After receiving direction and authorization from City Attorney, Raul F. Salinas, the City Clerk is being requested to replace Exhibit A with the attached Exhibit A-1 document.

Please contact me if you have any questions or require additional information. Thank you for your attention.

cc: Raul F. Salinas, City Attorney



Exhibit A-1

Statement of Supplemental Rates


Organic Waste

Commercial Recycling Service – Rates Effective June 2017

Bin Size	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK
35-gallon container	\$17.95					
64-gallon container	\$21.78	\$35.22				
96-gallon container	\$20.54	\$41.10	\$61.65			
2 cy rate/month	\$57.29	\$92.51	\$127.58	\$162.75		
3 cy rate/month	\$67.58	\$106.58	\$144.52	\$183.02	\$221.19	\$258.90
4 cy rate/month	\$70.90	\$113.45	\$157.40	\$200.88	\$244.37	\$281.71
6 cy rate/month	\$96.99	\$159.77	\$221.54	\$285.86	\$347.10	\$413.00

Commercial Organic Service

Bin Size / Freq	1	2	3
64-gallon container			
Collection	\$20.59	\$41.18	\$61.77
Processing	\$37.72	\$75.44	\$113.16
Total	\$58.31	\$116.62	\$174.92
Each Additional Cart	\$52.13	\$104.26	\$156.39
2 cy rate/month			
Collection	\$81.27	\$131.26	\$181.03
Processing	\$150.88	\$301.75	\$452.63
Total	\$232.14	\$433.01	\$633.66
Each Additional Cart	\$207.76	\$393.63	\$579.35

Note: Exhibit A-1 replaces Exhibit A of Amendment No. 2 to Contract No. 2222 as the Commercial Recycling Service Rates Table was inadvertently omitted. 

WARRANT REGISTER FOR COUNCIL MEETING OF 4/27/2021

PART I

RECEIVED
Page: 1

apChkLst
04/01/2021 3:03:09PM

Final Check List
CITY OF SOUTH GATE

APR 21 2021

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	CITY OF SOUTH GATE		
						Amount Paid	Check Total	
92183	4/1/2021	0012868 COMPATIOR, INC	5	2/22/2021	01/01/21-01/31/21 FREE MENTAL	21,841.98	21,841.98	
Voucher:								
92184	4/1/2021	0007826 RON'S MAINTENANCE, INC.	39	11/16/2020	835 CATCH BASINS CLEANING &	13,612.00		
Voucher:								
			80	1/14/2021	835 CATCH BASINS CLEANING &	13,612.00	27,224.00	
92185	4/1/2021	00004865 SO CALIF EDISON	3/20/2021	3/12/2021	BILLING PRD FEB 2021	147,924.88	147,924.88	
Voucher:								
Sub total for BANK OF THE WEST:								196,990.86
3 checks in this report.								
Grand Total All Checks:								196,990.86

Item No. 15

WARRANT REGISTER FOR COUNCIL MEETING OF 4/27/2021

PART II

apChkLst
04/14/2021 6:54:20AM

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>	
92186	4/15/2021	0012107	CALIFORNIA STATE DISBURSEMENT	Ben283905	4/15/2021	CA STATE DISB. UNIT: PAYMENT	115.38	115.38
		Voucher:						
92187	4/15/2021	00002138	FRANCHISE TAX BOARD	Ben283901	4/15/2021	GARNISHMENT - FRANCHISE TA	396.14	396.14
		Voucher:						
92188	4/15/2021	0009920	OCSE CLEARINGHOUSE SDU	Ben283903	4/15/2021	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:						
						Sub total for BANK OF THE WEST:		835.52
								Grand Total All Checks:
								835.52

3 checks in this report.

WARRANT REGISTER FOR COUNCIL MEETING OF 4/27/2021

PART III

apChkLst
04/15/2021 10:33:22AM

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	
92189	4/15/2021	00004865	SO CALIF EDISON	03/18/2021	4/8/2021	BILLEING PRD MAR 2021	70,970.49	70,970.49
Voucher:								
92190	4/15/2021	00000028	WATER REPLENISHMENT DIST	4590-JAN 2021	1/31/2021	JAN 2021 ALPHA# 4590 GROUN	233,623.56	233,623.56
Voucher:								
Sub total for BANK OF THE WEST:							304,594.05	
2 checks in this report.							Grand Total All Checks:	304,594.05

WARRANT REGISTER FOR COUNCIL MEETING OF 4/27/2021

PART IV

apChkLst
04/20/2021 10:08:00AM

Final Check List
CITY OF SOUTH GATE

Page: 6

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92191	4/27/2021	00004166	4 SERVICE INC.	210369	3/1/2021	MARCH 2021 - OFFSITE DATA ST	2,230.00
	Voucher:			210478	4/1/2021	APRIL 2021 - OFFSITE DATA STO	2,230.00
				210267	2/1/2021	FEB 2021 - OFFSITE DATA STOR	2,230.00
92192	4/27/2021	00003766	ABEL GLASS & SCREEN	31751	2/24/2021	MATERIAL FOR SERVICE ORDEF	539.89
	Voucher:			31750	2/24/2021	GRAFFITI FILM REMOVAL & REP	953.66
				31749	2/24/2021	GRAFFITI REMOVAL FOR MESSA	953.66
92193	4/27/2021	00001467	ADMINISTRATIVE SERV. CO-OP	10899	2/28/2021	FEB 2021: SERVICES FOR DIAL-/	35,830.89
	Voucher:			10849	2/28/2021	FEB 2021: SENIOR MEALS DELIV	2,121.60
92194	4/27/2021	0010065	AFC HYDRAULIC SEALS &	31722	3/17/2021	UNIT#244 HIPRESS HOSE X 17" &	205.07
	Voucher:						205.07
92195	4/27/2021	00004372	AIRGAS USA, LLC	9110719404	3/15/2021	CARBON DIOXIDE FOR POOL	283.76
	Voucher:						283.76
92196	4/27/2021	0011325	ALAN'S LAWN & GARDEN CENTE	1014846	3/31/2021	REPLACEMENT LEDGER- HOLLY	782.76
	Voucher:						782.76
92197	4/27/2021	0011059	ALESHIRE & WYNDER, LLP, SUIT	61443	4/6/2021	THRU 03/31/21 - PERSONNEL-LA	12,546.90
	Voucher:						12,546.90
92198	4/27/2021	0011577	ALL PHASE ELECTRIC SUPPLY C	0946-1012722	3/30/2021	STREET LIGHT CONCRETE BOX	2,669.06
	Voucher:			0946-1012533	3/24/2021	SERIES HIGH VOLTAGE STREET	2,921.63
							5,590.69

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92199	4/27/2021	00003399 ALVARADOSMITH	354673	3/31/2021	THRU 03/31/21 - GENERAL PROJ	2,117.50	
	Voucher:		354701	3/31/2021	THRU 03/31/21 - ATTEND SPECIA	2,655.00	
			354702	3/31/2021	THRU 03/31/21 - TUESDAYS, AGE	13,675.00	
			354678	3/31/2021	THRU:03/31/21 RE: COSG ADV CI	2,072.50	
			354679	3/31/2021	THRU 03/31/21 RE: COSG ADV C,	225.00	
			354680	3/31/2021	THRU 03/31/21 RE: COSG ADV AI	8,110.22	
			354681	3/31/2021	THRU 03/31/21 RE: COSG ADV AI	325.00	
			354689	3/31/2021	THRU 03/31/2021 RE: COSG ADV	1,152.80	
			354694	3/31/2021	THRU 02/28/2021 RE: COSG ADV	1,300.00	
			354696	3/31/2021	THRU 03/31/2021 RE: COSG, ET /	22,970.95	
			354697	3/31/2021	THRU 03/31/21 - COSG ADV NALI	225.00	
			354699	3/31/2021	THRU 03/31/21 - COSG ADV GAB	4,150.00	
			354700	3/31/2021	THRU 03/31/21 - COSG ADV MAR	2,050.00	
			354675	3/31/2021	THUR 03/31/21 COMMUNITY DEV	7,645.00	
			354698	3/31/2021	THRU 03/31/2021 RE: COSG ADV	275.00	
			354682	3/31/2021	THRU 03/31/21 RE: COSG ADV J/	440.00	
			354683	3/31/2021	THRU:03/31/21 RE: COSG ADV AF	100.00	
			354684	3/31/2021	THRU:03/31/21 RE: COSG ADV LL	4,619.00	
			354685	3/31/2021	THRU:03/31/21 RE: COSG ADV LL	5,950.00	
			354686	3/31/2021	THRU 03/31/21- COSG ADV ALBE	5,850.00	
			354687	3/31/2021	THRU 03/31/21 - COSG/CITY OF (110.00	
			354688	3/31/2021	THRU 03/31/2021 RE: COSG ADV	2,315.00	
			354690	3/31/2021	THRU 03/31/21 RE: COSG ADV SI	5,575.00	
			354691	3/31/2021	THRU 03/31/21 RE: COSG ADV GC	82.50	
			354692	3/31/2021	THRU 03/31/21 COSG ET AL ADV	8,708.99	
			354693	3/31/2021	THRU 03/31/2021 RE: COSG ADV	800.00	
			354695	3/31/2021	THRU 03/31/2021 RE: COSG ET A	1,432.25	
			354672	3/31/2021	THUR 03/31/21 IN REGARDING C	632.50	
			354676	3/31/2021	THUR 03/31/2021 RE: COSG REG,	15,042.50	
			354674	3/31/2021	THRU 03/31/21 - EMPLOYMENT A	192.50	120,799.21
92200	4/27/2021	0011121 APRINTCO	11959	1/27/2021	(3)VINYL STICKER- PARKS AND F	595.35	
	Voucher:		11902	1/8/2021	(2)VINYL STICKERS - PARKS ANI	396.90	
			11659	9/16/2020	SOCIAL DISTANCING BARRIERS	2,391.46	3,383.71
92201	4/27/2021	00003692 AT&T MOBILITY	875963643X03162	3/8/2021	02/09/21-3/08/21: MDCS DATA CA	555.95	555.95
	Voucher:						

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
92202	4/27/2021	00000201	ATLANTIC LOCK & KEY	00176	3/2/2021	REPAIRED DEADBOLT STATE ST	30.00	
	Voucher:			00177	3/5/2021	COURT HOUSE REKEY LOCK FC	61.00	91.00
92203	4/27/2021	0010585	AUTOZONE STORES, INC.	5488320005	3/22/2021	UNIT#166 COMM HALOGEN CAP	22.29	
	Voucher:			5488321911	3/24/2021	UNIT# 656 NEW DISTRIBUTOR	69.45	
				5488320589	3/23/2021	UNIT#662 MOTORCRAFT SPARK	37.60	129.34
92204	4/27/2021	0012968	BANUELOS, RODRIGO	Ref000283747	3/30/2021	UB REFUND CST #00059321 1000	168.48	168.48
	Voucher:							
92205	4/27/2021	0011669	BDO USA LLP	001500377	3/30/2021	MARCH 2021 ACCOUNTING & FIN	1,502.00	1,502.00
	Voucher:							
92206	4/27/2021	0008396	BLUE DIAMOND MATERIALS	2148130	3/27/2021	DUMP BOBTAIL AT SOUTH GATE	525.00	
	Voucher:			2141807	3/22/2021	CLASE BASE FOR SOUTH GATE	24.30	
				2137051	3/15/2021	DUMP BOBTAIL AND DUMP FLAT	625.00	
				2127954	2/27/2021	300168 CMB/CLASS II BASE	13.23	1,187.53
92207	4/27/2021	0009570	CALIFORNIA CIRCUIT BREAKERS	104957	3/25/2021	DEVICES USED IN REPAIR OF EI	248.06	248.06
	Voucher:							
92208	4/27/2021	0008684	CAPIO	12266	3/10/2021	APR-OCT 2021: TOASTMASTERS	45.00	45.00
	Voucher:							
92209	4/27/2021	00004433	CARPENTER, ROTHANS & DUMO	37630	3/15/2021	02/28/21 RE: CANIZALES, DANIEL	111.00	
	Voucher:			36688	11/15/2021	10/30/20 RE: CANIZALES, DANIEL	66.60	177.60
92210	4/27/2021	00003548	CDCE, INC	138305	3/16/2021	PANASONIC CF-33 TABLET FIRS	4,181.40	4,181.40
	Voucher:							
92211	4/27/2021	00000898	CENTRAL BASIN MUNI WATER DISG-FEB21		4/10/2021	JAN 2021- WATER USAGE- CB MI	12,713.97	12,713.97
	Voucher:							
92212	4/27/2021	0005839	CHAMPION CHRYSLER JEEP DOI	626816	3/22/2021	UNIT#166 HOSE RADIATOR PAD	343.16	343.16
	Voucher:							
92213	4/27/2021	00004092	CHEROKEE PRODUCTIONS, INC.	2106352	3/25/2021	6/3/21-6/4/21: PUBLIC SAFETY MI	295.00	295.00
	Voucher:							
92214	4/27/2021	00001863	CITITECH SYSTEMS INC	2020-33	2/1/2021	CITITECH SOFTWARE SUPPORT	10,638.00	10,638.00
	Voucher:							
92215	4/27/2021	0012842	CLASS TELECOM LLC	Ref000283744	3/30/2021	UB REFUND CST #00056296 5720	35.00	35.00
	Voucher:							
92216	4/27/2021	0011922	CONCENTRA MEDICAL CENTERS	570679848	3/10/2021	3/8/2021 MEDICAL SERVICES FO	83.00	
	Voucher:			0943304139	3/17/2021	3/1/21: PD FIRST AID (S. HOUX)	163.51	246.51
92217	4/27/2021	00005110	COUNTY OF L.A. DEPT OF PW	RE-PW-20130805	3/8/2021	THRU FEB 2021: TS MAINT DDG	664.41	664.41
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
92218	4/27/2021	00003660	CRAFCO INC	9402420574	2/22/2021	ASPHALT COLD PATCH BAG	2,034.11	2,034.11
		Voucher:						
92219	4/27/2021	00003605	CUMMINS-ALLISON CORP	1385473	2/18/2021	3/25/21-3/24/22: MAINT RENEWAL	666.09	666.09
		Voucher:						
92220	4/27/2021	00001423	DAILY JOURNAL CORPORATION	B3452831	3/26/2021	NOTICE OF INVITING BIDS: ON-C	760.00	760.00
		Voucher:						
92221	4/27/2021	00000314	DAPEER ROSENBLIT & LITVAK LL	18478	2/28/2021	FEB 2021 - (ANIMAL CONTROL/PI	2,117.50	
		Voucher:	18480	2/28/2021	FEB 2020 - (CDBG) MUNICIPAL C	258.00		
			18479	2/28/2021	FEB 2020 - (CDBG) MUNICIPAL C	844.91	3,220.41	
92222	4/27/2021	00000175	DOOLEY ENTERPRISES, INC.	59950	3/23/2021	TRAINING AMMO	7,962.73	7,962.73
		Voucher:						
92223	4/27/2021	0010742	EAGLE AVENUE LP	248317	3/31/2021	INVENTORY PO/ LYSOL SPRAY	1,280.44	1,280.44
		Voucher:						
92224	4/27/2021	00004746	ELECSYS CORPORATION	SIP-E132603	3/28/2021	MAR 2021: UMS SOFTWARE SUF	350.00	350.00
		Voucher:						
92225	4/27/2021	0005555	ELITE EQUIPMENT INC	42400	3/10/2021	PIPE WRENCHES FOR WATER R	483.67	
		Voucher:	42402	3/10/2021	PARTS & LABOR: TRASH PUMP F	303.98		
			42403	3/10/2021	INSPECTION/SERVICE REPAIR- I	280.48		
			42305	2/24/2021	SAW BLADE REPLACEMENTS	466.95	1,535.08	
92226	4/27/2021	00004013	ELITE OPTICAL CO.	298289420-15005	3/17/2021	SAFETY GLASSES FOR RANDOL	212.57	212.57
		Voucher:						
92227	4/27/2021	0010017	ENTERPRISE FM TRUST	FBN4179881	4/3/2021	APR 2021: PD LEASED VEHICLE-	1,611.91	
		Voucher:	FBN4179021	4/3/2021	TOLL CHARGES FOR DB VEHICL	3.95		
			FBN4187664	4/3/2021	APR 2021: PD- LEASED VEHICLE	1,488.03		
			FBN4187682	4/3/2021	APR 2021: PD LEASED VEHICLE-	1,005.22	4,109.11	
92228	4/27/2021	0012975	ESPARZA CRUZ, IRENE	Ref000283752	2/24/2021	UB REFUND CST #00062784 954!	125.96	125.96
		Voucher:						
92229	4/27/2021	00001988	FAIR HOUSING FOUNDATION	#8	3/5/2021	FEB 2021: FAIR HOUSING FOUNI	2,054.09	2,054.09
		Voucher:						
92230	4/27/2021	00000619	FALCON FUELS, INC.	33301	3/19/2021	ULTRA LOW SULFUR DIESEL & SA	3,741.13	
		Voucher:	33287	3/19/2021	REGULAR UNLEADED FUEL & TA	4,735.38	8,476.51	
92231	4/27/2021	00002026	FEDERAL EXPRESS CORPORATI	7-304-51367	3/12/2021	FEDEX FIRST OVERNIGHT	58.95	
		Voucher:	7-318-21618	3/25/2021	FEDEX STANDARD OVERNIGHT	13.17	72.12	
92232	4/27/2021	0005869	FERGUSON WATERWORKS	0749681	3/4/2021	MATERIAL FOR WATER SERVICE	839.87	
		Voucher:	0749678	3/9/2021	PARTS FOR NEW WATER INSTAL	1,139.27	1,979.14	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
92233	4/27/2021	0012760	FOOTHILL COMMUNICATIONS, ININV5189	2/12/2021	MOTOROLA-PML4958B-03 CAN 1	417.47	417.47	
		Voucher:						
92234	4/27/2021	0010354	FRITTS FORD	F00292	3/16/2021	2021 F-150 REGULAR CAB S/N #	28,970.53	28,970.53
		Voucher:						
92235	4/27/2021	0010237	FRONTIER COMMUNICATIONS	209-057-1084 04/2	4/1/2021	BILLING - 04/01/21-04/30/21	45.53	45.53
		Voucher:						
92236	4/27/2021	0012971	GARCIA, CHRISTINE	Ref000283748	2/24/2021	UB REFUND CST #00053820 5240	58.17	58.17
		Voucher:						
92237	4/27/2021	00004934	GAS COMPANY	083 407 6536 4 04	3/25/2021	BILLING PRD- 02/22/21 -03/23/21	20.20	
		Voucher:		102 000 8100 7 04	4/14/2021	BILLING PRD-3/12/21 -04/12/21	423.52	
				113 798 0326 7 04	3/30/2021	BILLING PRD-3/01/21 -04/01/21	5,859.64	6,303.36
92238	4/27/2021	0010016	GLOBAL PARATRANSIT INC.	112021-08	3/8/2021	FEB 2021 FIXED ROUTE (GATE)	44,661.91	44,661.91
		Voucher:						
92239	4/27/2021	00004869	GOLDEN STATE WATER COMPAN	53744100008 04/2	4/5/2021	BILLING PRD- 03/02/21 - 04/02/21	221.82	
		Voucher:		63744100007 04/2	4/26/2021	BILLING PRD- 03/03/21 - 04/02/21	795.21	
				73744100006 04/2	4/8/2021	BILLING PRD-03/02/21 - 04/08/21	156.66	
				32809400008 04/2	4/5/2021	BILLING PRD- 03/02/21 - 04/02/21	44.59	
				29007447310 04/2	4/6/2021	BILLING PRD- 03/8/21 - 04/05/21	64.36	1,282.64
92240	4/27/2021	00000534	GRANDE VISTA STEEL	166889	3/8/2021	MATERIAL FOR SALT LAKE TRAN	264.60	264.60
		Voucher:						
92241	4/27/2021	0011526	HASA, INC.	735774	3/11/2021	MULTI-CHLOR	493.59	
		Voucher:		735775	3/11/2021	MULTI-CHLOR	373.75	
				739312	4/2/2021	MULTI-CHLOR	548.16	
				7391313	4/2/2021	MULTI-CHLOR	493.59	
				739309	4/2/2021	MULTI-CHLOR	622.91	2,532.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92242	4/27/2021	00000268	HOME DEPOT CREDIT SERVICES	1351703	4/1/2021	SEWER TOOLS GRINDER FOR M	425.69
	Voucher:			3373192	3/20/2021	SPORTS CENTER WORK ORDEF	46.13
				1373216	3/22/2021	HARDWARE TO MOUNT REDESI	29.61
				9360160	3/24/2021	PAINT FOR GRAFFITI DEPT	149.24
				8041140	3/25/2021	STREET LIGHT CIRCUIT REPAIR	159.20
				7373130	3/6/2021	HOLLYDALE COMMUNITY PARK	29.28
				7373124	3/6/2021	HOLLYDALE COMMUNITY PARK	85.05
				5373182	3/18/2021	TOOLS - REPLACEMENT PARTS	94.86
				0373220	3/23/2021	GROUNDS MAINTENANCE SUPP	145.50
				8514107	3/5/2021	WORK ORDER 817159. REPAIR F	57.61
				3351631	3/5/2021	REPAIR FASCIA BAORD ON RES	91.56
				8373167	3/15/2021	ADDRESSED ELECTRICAL PLUG	53.88
				8360162	3/25/2021	GROUNDS MAINTENANCE TOOL	65.95
				1360106	3/2/2021	MATERIAL TO MAKE NEW SPRIN	42.01
				7341194	3/16/2021	MAILBOX FOR DAVE T. FOR GAR	76.77
				3341203	3/20/2021	TOOLS FOR ARMAND EUTSEY V	31.83
				5903473	2/16/2021	GEN MAINT. SHOP STOCK SUPP	449.81
			2360122	3/11/21	3/11/2021	WORK ORDER 817257 INSTALL F	506.65
			2360123	3/11/2021	INSTALL PLYWOOD AND CARPE	189.76	
			1341187	3/12/2021	WORK ORDER #817246 REPAIR I	43.76	
			7341192	3/16/2021	SUPPLIES FOR JOB AT SPORTS	380.74	
			7341193	3/16/2021	TOOLS FOR STAND BY VAN AND	354.26	
			4351659	3/19/2021	SPORTS CENTER MATERIALS FC	173.90	
			4594747	2/17/2021	HEATER FOR FRONT OFFICE ST	116.60	
			2360126	3/11/2021	MATERIAL FOR REPAIRS ON FEI	308.91	
			8360133	3/15/2021	MATERIAL TO INSTALL PLYWOOI	114.59	
			1360152	3/22/2021	PAINT FOR GRAFFITI DEPT	212.52	
			6351677	3/27/2021	HARDWARE FOR THE SALT LAKI	137.65	
92243	4/27/2021	00000681	INDUSTRIAL MAINTENANCE SRV	16489	3/28/2021	REPAIR TO BACKUP GENERATO	1,296.54
	Voucher:						4,573.32
							1,296.54
92244	4/27/2021	0011271	ITRON, INC.	576264	12/12/2020	1/1/21-12/31/21: SOFTWARE MAI	3,991.99
	Voucher:						3,991.99
92245	4/27/2021	0008222	JCL TRAFFIC SERVICES	108189	3/15/2021	INVENTORY PO/ SAFETY CONES	3,064.95
	Voucher:			108187	3/15/2021	2 NUMBER SIGNS	33.08
				108186	3/15/2021	PLAYGROUND SAFETY EQUIPMI	374.74
							3,472.77

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
92246	4/27/2021	0012510	KILEY & ASSOCIATES, LLC	SG200401-2021	4/19/2021	MARCH 2021 FEDERAL LEGISLA	3,333.33	
		Voucher:	SG210226	2/26/2021	SEP 2020-FEB 2021 FEDERAL LE	16,666.65	19,999.98	
92247	4/27/2021	00003387	KNORR SYSTEMS, INC.	SI228796	3/18/2021	PULSAR BRIQUETTES FOR POO	1,652.49	1,652.49
		Voucher:						
92248	4/27/2021	0010099	L.G.P. EQUIPMENT RENTALS, INC	117753	2/12/2021	CONCRETE TRAILER AND READ	644.96	644.96
		Voucher:						
92249	4/27/2021	00000455	LIBERTY FLAGS INC.	96816	3/18/2021	INVENTORY PO/ FLAGS	1,743.70	1,743.70
		Voucher:						
92250	4/27/2021	00003754	LIEBERT CASSIDY WHITMORE	1516474	2/28/2021	THUR 2/28/2021 GENERAL SRV	114.00	114.00
		Voucher:						
92251	4/27/2021	00004060	MCMASTER-CARR SUPPLY CO	54430282	3/8/2021	MATERIAL FOR WELL 28 INLINE I	269.57	
		Voucher:	55372191	3/23/2021	PLASTIC INDICATING KNOB FOR	11.85		
			55376360	3/23/2021	MOUNT FUSE HOLDER FOR 90 [48.75	330.17	
92252	4/27/2021	0012974	MEDRANO, FRANCES	Ref000283751	2/24/2021	UB REFUND CST #00063728 931	108.93	108.93
		Voucher:						
92253	4/27/2021	0011575	MERCHANTS BUILDING	619504	2/28/2021	FEB 2021: MBM ANNUAL JANITOI	6,888.00	
		Voucher:	620906	1/31/2021	CLEANING AND DISINFECTING F	295.00		
			620031	2/28/2021	CLEANING AND DISINFECTING F	295.00	7,478.00	
92254	4/27/2021	00003815	MICHELSON LABORATORIES, INC	0599899	3/10/2021	JAN 2021: BT SAMPLING HETER	1,443.75	
		Voucher:	0599900	3/10/2021	FEB 2021: BT SAMPLING HETER	1,181.25	2,625.00	
92255	4/27/2021	00000447	MISC - BLDG PERMITS	3024 INDIANA AV	3/15/2021	REFUND: APPLICATION CANCEL	74.56	74.56
		Voucher:						
92256	4/27/2021	00004335	MOTOROLA SOLUTIONS, INC	41297911	2/17/2021	TWO WAY COMMUNICATION RAI	6,917.13	6,917.13
		Voucher:						
92257	4/27/2021	0012972	MUNOZ, JESUS	Ref000283749	2/24/2021	UB REFUND CST #00030593 103:	59.58	59.58
		Voucher:						
92258	4/27/2021	0009426	MV CHENG & ASSOCIATES, INC.	3/31/2021	4/7/2021	MARCH 2021 ACCOUNTING SER	12,950.00	
		Voucher:	03/31/2021	4/7/2021	MARCH 2021 ACCOUNTING SER	3,220.00	16,170.00	
92259	4/27/2021	00004969	NATIONAL READY MIXED CONCR	768512	3/1/2021	READY MIXED CONCRETE	518.96	
		Voucher:	767766	2/24/2021	READY MIXED CONCRETE	1,242.24		
			769941	3/16/2021	READY MIXED CONCRETE	1,722.07	3,483.27	
92260	4/27/2021	0012286	NATIONWIDE ENVIRONMENTAL,	31476	3/15/2021	ANNUAL ST SWP CONT YR 2 OF	56,580.00	56,580.00
		Voucher:						
92261	4/27/2021	0009990	NATURE'S SELECT PET FOOD	4124	2/24/2021	DOG FOOD VEGA/MAILO (02/24),	94.81	94.81
		Voucher:						

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92262	4/27/2021	0005289	NOBEL SYSTEMS	15017	3/4/2021	GEOVIEWER ANNUAL SUBSCRIF	1,200.00	1,200.00
		Voucher:						
92263	4/27/2021	0009786	OLIVAREZ MADRUGA LEMIEUX	14095	2/28/2021	2/28/2021 PROF. SRVS - RE: GEI	810.00	810.00
		Voucher:						
92264	4/27/2021	00003542	ORANGELINE DEVELOPMENT	2021-2022	3/16/2021	FY 2021/2022 ECO-RAPID TRANS	32,716.15	32,716.15
		Voucher:						
92265	4/27/2021	0007984	O'REILLY AUTO PARTS	3063-398126	3/24/2021	UNIT#116 O2007 FORD ESCAPE	56.97	
		Voucher:		3063-398119	3/24/2021	UNIT#200 RATCHET STRP	72.74	
				3063-396824	3/17/2021	UNIT#240,354,S200 DC HUB PICK	125.59	
				3063-398080	3/24/2021	UNIT#409 MICRO V BELT	26.11	281.41
92266	4/27/2021	0011294	PARKWOOD LANDSCAPE	101318	3/31/2021	MARCH 2021 ANNUAL LANDSCAI	20,777.00	20,777.00
		Voucher:						
92267	4/27/2021	0012973	PARRA, DANIEL	Ref000283750	2/24/2021	UB REFUND CST #00061282 102:	65.20	65.20
		Voucher:						
92268	4/27/2021	0008916	PD: ARMITAGE TACTICAL GROUFGPDCIT032921		2/10/2021	FIREARMS TRAINING-PISTOLAN	1,850.00	1,850.00
		Voucher:						
92269	4/27/2021	00003808	PD: RODRIGUEZ, JUAN	1-2933	4/6/2021	MEAL & MILAGE REIMBURSEME	253.81	
		Voucher:		1-2931	4/6/2021	MEAL & MILAGE REIMBURSEME	104.30	358.11
92270	4/27/2021	0012967	PEREZ, GUSTAVO	Ref000283746	3/30/2021	UB REFUND CST #00061198 955:	91.27	91.27
		Voucher:						
92271	4/27/2021	00003721	PLUMBERS DEPOT INC.	PD-47214	1/4/2021	HOSE, 2 GAPVAX, 2 SIX WIRE, S	919.52	
		Voucher:		PD-47018	12/3/2021	GAP SERVICE AND LABOR	2,211.71	3,131.23
92272	4/27/2021	0005405	POLLARDWATER.COM	0186040	3/3/2021	DECHLORINATION TABLETS FOF	999.34	999.34
		Voucher:						
92273	4/27/2021	0009511	PRADO FAMILY SHOOTING RANC5583		3/8/2021	3/22/21-3/25/21: RANGE RENTAL	1,500.00	1,500.00
		Voucher:						
92274	4/27/2021	00000488	PRAXAIR DISTRIBUTION, INC.	62011873	2/23/2021	REPLACE STOCK ON WELDING	218.05	
		Voucher:		61945827	2/22/2021	WELDING CYLINDER RENTAL	109.89	327.94
92275	4/27/2021	0005368	PRINTCO DIRECT	83229	12/11/2020	BUSINESS CARDS (500): ALEXIS	33.08	
		Voucher:		83226	12/11/2020	BUSINESS CARDS (500): ARMAN	33.08	
				83230	12/11/2020	BUSINESS CARDS (500): ADOLF	33.08	
				83227	12/11/2020	BUSINESS CARDS (500): CHRIST	33.08	
				83228	12/11/2020	BUSINESS CARDS (500): ANDRE	33.08	165.40
92276	4/27/2021	0007830	PROFESSIONAL DUCT CLEANINGCL210316		3/16/2021	DUCT CLEANING AT SPORTS CE	24,884.82	24,884.82
		Voucher:						

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92277	4/27/2021	0006933	PSYCHOLOGICAL CONSULTING /524134	9/30/2020	09/30/2020 PRE-EMPLOYMENT E	400.00	400.00
		Voucher:					
92278	4/27/2021	00000416	RAPID-O-PRINT	22597	3/29/2021 HOUSING ENVELOPES	369.34	
		Voucher:		22398	3/10/2021 WATER BILL INSERTS - PRINTING	687.96	
				22590	3/29/2021 ZONING CLEARANCE FORMS	164.27	1,221.57
92279	4/27/2021	00004773	RET: ALMANZA, JOSEPH A	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:					
92280	4/27/2021	0009815	RET: AMEY, ISAAC D	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:					
92281	4/27/2021	0008275	RET: AROCHA, FRANCIS X.	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:					
92282	4/27/2021	00001840	RET: BLASKA, WILLIAM MIKE	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:					
92283	4/27/2021	00004776	RET: CARTER, LLOYD B	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:					
92284	4/27/2021	00000495	RET: CHAVEZ, ANTHONY A	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:					
92285	4/27/2021	0006505	RET: CORBET, RONALD	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:					
92286	4/27/2021	00004777	RET: DAY, ROBERT A	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:					
92287	4/27/2021	0008746	RET: DELEON, RUBEN	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:					
92288	4/27/2021	0011326	RET: GALVAN, RAY A.	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:					
92289	4/27/2021	0006508	RET: GOMEZ, JOSEPH C.	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:					
92290	4/27/2021	0006509	RET: HAMMOND, DONNA	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:					
92291	4/27/2021	0010881	RET: KOOPMANS, WILLIAM O.	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:					
92292	4/27/2021	0010410	RET: LEO, FRANK	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:					
92293	4/27/2021	00003833	RET: MOOMEY, STEVEN	APRIL 2021	4/13/2021 APRIL 2021- RETIREE MEDICAL I	518.00	518.00
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
92294	4/27/2021	00003798	RET: RANGEL, ARMANDO	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
92295	4/27/2021	00000458	RET: SEWELL, ELAINE	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
92296	4/27/2021	00000459	RET: SEWELL, KENNETH R	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
92297	4/27/2021	0011881	RICHARD C. SLADE & ASSOCIATE	5707	8/14/2020	JUL 2020: CAPTURE ZONE ANAL	729.80	729.80
		Voucher:						
92298	4/27/2021	00004804	RIO HONDO COMMUNITY COLLEGE	S21-89-ZSGT	3/18/2021	3/1/21-3/5/21: FIELD TRAINING OI	178.00	178.00
		Voucher:						
92299	4/27/2021	0012966	ROCHA, ROGELIO	Ref000283745	3/30/2021	UB REFUND CST #00061223 101	81.80	81.80
		Voucher:						
92300	4/27/2021	0012965	ROSE, PATRICIA	Ref000283743	3/30/2021	UB REFUND CST #00062419 105	18.99	18.99
		Voucher:						
92301	4/27/2021	0007637	RSG, INC	I006917	12/31/2020	DEC 2021 GENERAL-ON CALL SE	1,292.50	
		Voucher:		I006918	12/31/2020	DEC 2020 HOUSING AUTHORITY	3,247.50	4,540.00
92302	4/27/2021	00004821	S & J SUPPLY COMPANY, INC.	S100170723.001	3/18/2021	BRASS PARTS FOR WATER SER	769.39	
		Voucher:		S100171201.001	3/25/2021	ARMORCAST METER BOX WITH	1,537.95	2,307.34
92303	4/27/2021	0006697	SAFARILAND	I010-359943	3/16/2021	3 X 5 BACKING CARDS WITH-20(223.86	223.86
		Voucher:						
92304	4/27/2021	00000322	SAM'S CLUB	002315	3/25/2021	INVENTORY PO/ VINEGAR/COFF	198.44	198.44
		Voucher:						
92305	4/27/2021	00004834	SECURITY SIGNAL DEVICES	SYSR-00251865	12/10/2020	1/1/21-3/31/21: 1FISCAL YEAR 20	3,970.09	
		Voucher:		R-00272633	3/9/2021	4/1/21-6/30/21: FISCAL YEAR 20	3,970.09	
				R-00276579	3/9/2021	FISCAL YEAR 2020/21 ANNUAL C	6,892.56	14,832.74
92306	4/27/2021	00004857	SMITH FASTENER COMPANY	0032067	3/24/2021	FULLY THREADED HEX CAP SCF	56.82	56.82
		Voucher:						
92307	4/27/2021	0012098	SO CAL COMPTON PIPE SUPPLY	2000	3/15/2021	BRASS PARTS AND DRILL BITS F	471.59	
		Voucher:		2007	3/17/2021	LINE PIPE & SERVICES LINE PAF	538.06	
				2023	3/24/2021	WATER METER LID LIFTER	294.57	
				2015	3/22/2021	WATER SUPPLIES - REDWOOD F	39.65	1,343.87
92308	4/27/2021	00004352	SOUTH BAY LAW FIRM	1082	4/8/2021	4/7/21 PROFESSIONAL SERVICE	600.00	600.00
		Voucher:						
92309	4/27/2021	00005096	SOUTH COAST A.Q.M.D.	3774881	2/16/2021	FLAT FEE FOR LAST FISCAL YEA	136.40	
		Voucher:		3773309	2/16/2021	AIR STRIPPING & STORAGE TAN	1,928.97	2,065.37

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92310	4/27/2021	00004864	SOUTHERN CALIFORNIA EDISON90003958	1/25/2021	2021 - RENTER# 0392 FIBER OPT	1,305.48	1,305.48
		Voucher:					
92311	4/27/2021	0012980	SPECTRUM 108308401030221	3/2/2021	MAR 2021: FIBER OPTICS FOR P	945.21	
		Voucher:	108308401020121	2/1/2021	9/14/20-2/28/21: FIBER OPTICS F	5,261.03	6,206.24
92312	4/27/2021	0009017	STATEWIDE TRAFFIC SAFETY&SI02025477	3/29/2021	LOADING AND UNLOAD ONLY SI	166.39	166.39
		Voucher:					
92313	4/27/2021	00004908	STATUS ONE MEDICAL INC 61841	3/17/2021	FIRST AID SUPPLIES	38.59	38.59
		Voucher:					
92314	4/27/2021	0012945	STEADYRACK USA S019048-IN	3/25/2021	BIKE RACKS FOR BIKE PATROL	435.90	435.90
		Voucher:					
92315	4/27/2021	0005394	STEVE SWAIN INVESTIGATOR 1400	3/19/2021	BACKGROUND INVESTIGATION I	280.00	280.00
		Voucher:					
92316	4/27/2021	0008773	STOTZ EQUIPMENT P27985	8/29/2020	CANPONY ORDER 119661	0.00	
		Voucher:	P36692	4/7/2021	GROUNDS - EQUIPMENT REPAIR	547.49	547.49
92317	4/27/2021	0010678	SUPPLY SOLUTIONS 005621	3/22/2021	INVENTORY PO/ LYSOL SPRAY	1,157.63	
		Voucher:	005789	3/24/2021	INVENTORY PO/ LYSOL SPRAY	1,736.44	2,894.07
92318	4/27/2021	00004921	TARGET SPECIALTY PRODUCTS INVP500398503	3/11/2021	PESTICIDE SPRAYER	189.45	189.45
		Voucher:					
92319	4/27/2021	0009039	TETRA TECH 51719480	4/6/2021	P/E 3/26/21: REMEDIATION ACTI\	58,245.20	58,245.20
		Voucher:					
92320	4/27/2021	0012518	THE HITT COMPANIES OE-93079	3/18/2021	OFFICE SUPPLIES- STAMP FOR	38.83	38.83
		Voucher:					
92321	4/27/2021	0008153	TIME WARNER CABLE- 0008335030121	3/1/2021	MAR 2021: ACCT# 844830 017 00	161.26	
		Voucher:	0439993032021	3/20/2021	3/20/21-4/19/21 ACCT# 844830 01	134.99	
			0439993022021	2/20/2021	02/20/21-03/19/21: ACCT# 844830	134.99	
			0507757031521	3/15/2021	03/15/21-04/14/21: FOR CITY YAR	25.39	456.63
92322	4/27/2021	0009355	T-MOBILE USA, INC. 9423913559	12/9/2020	11/09/2020 GPS LOCATE	51.00	51.00
		Voucher:					
92323	4/27/2021	00000493	U.S. BANK 5979607	12/24/2020	TRUSTEE FEE - 2012 WTR REV E	1,100.00	
		Voucher:	5979398	12/24/2020	TRUSTEE FEE - 2019 WTR REV E	2,500.00	
			6077527	3/25/2021	2005 PENSION OBLG TN BONDS.	3,267.00	6,867.00
92324	4/27/2021	00000505	U.S. POSTAL SERVICE P. O. BOX 1429-2(4/15/2021	12 MONTHS PO BOX FEE - BOX	388.00	388.00
		Voucher:					
92325	4/27/2021	00004964	UNDERGROUND SERVICE ALERT320210194	4/1/2021	UTILITY MARKING TICKETS - 363	607.30	
		Voucher:	DSB20201394	4/1/2021	BILLABLE TICKETS - DIGALERT	197.75	805.05

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
92326	4/27/2021	00000379	VERIZON BUSINESS	09673870	3/25/2021	BILLING -02/15/2021 -03/14/2021	40.00	
	Voucher:			08358789	4/10/2021	BILLING -03/01/2021 -03/31/2021	86.26	126.26
92327	4/27/2021	00002634	VULCAN MATERIALS COMPANY	72883559	3/19/2021	ASPHALT 203 PG 64-10	87.87	
	Voucher:			72890810	3/26/2021	ASPHALT MATERIAL	487.54	
				72887728	3/24/2021	ASPHALT MATERIAL	171.89	
				72893338	3/29/2021	ASPHALT MATERIAL	92.77	
				325670	3/31/2021	FINANCE CHARGES FOR 4 INVO	27.94	
				72898472	3/31/2021	ASPHALT MIX PICK UP	142.85	
				72898473	3/31/2021	ASPHALT PICK UP	87.05	1,097.91
92328	4/27/2021	00000028	WATER REPLENISHMENT DISTRI	2020-06-T22-07	2/23/2021	JAN 2021-JUN 2021: TITLE 22 GR	25,058.00	
	Voucher:			2020-12-T22-07	2/23/2021	JUL 2020-DEC 2020: TITLE 22 GR	13,812.00	38,870.00
92329	4/27/2021	00002593	WAXIE'S SANITARY SUPPLY	79916556	4/2/2021	INVENTORY PO/ JANITORIAL SU	53.91	
	Voucher:			79907939	3/31/2021	INVENTORY PO/ JANITORIAL SU	4,151.24	
				79893942	3/24/2021	INVENTORY PO/ JANITORIAL SU	77.73	4,282.88
92330	4/27/2021	0010471	WEBSTER'S BEE'S REMOVAL SR	1144	4/1/2021	EXTRACTED A LINE BEEHIVE UF	235.00	
	Voucher:			1131	3/28/2021	URGENT REMOVAL OF BEES ON	235.00	470.00
92331	4/27/2021	0010476	WECK LABORATORIES INC	W1C1981-COSOL	3/29/2021	WATER SAMPLES	70.00	
	Voucher:			W1C0458-COSOL	3/8/2021	WATER QUALITY SAMPLING	100.00	
				W1C0665-COSOL	3/10/2021	WATER QUALITY SAMPLING	75.00	
				W1C0809-COSOL	3/12/2021	WATER QUALITY SAMPLING	30.00	
				W1C1206-COSOL	3/17/2021	WATER QUALITY SAMPLING	150.00	
				W1C1322-COSOL	3/19/2021	WATER QUALITY SAMPLING	70.00	
				W1C1236-COSOL	3/18/2021	WATER SAMPLES - GENERAL PH	190.00	
				W1C1377-COSOL	3/19/2021	WATER QUALITY SAMPLING	70.00	
				W1C1286-COSOL	3/18/2021	WATER QUALITY SAMPLING	130.00	885.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92332	4/27/2021	00000561	WESTERN EXTERMINATOR COM 7478461	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	206.00	
	Voucher:		7479353	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	151.50	
			7479354	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	42.00	
			7479356	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	121.00	
			7479355	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	46.50	
			7480091	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	42.50	
			7482159	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	82.50	
			7485076	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	56.00	
			7482635	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	206.50	
			7482636	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	69.50	
			7479677	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	211.00	
			7488599	2/3/2021	GOPHER ABATEMENT	1,950.00	
			7044861	12/2/2020	GOPHER ABATEMENT	1,950.00	
			7691776	3/3/2021	GOPHER ABATEMENT	1,950.00	
			7311931	1/6/2021	GOPHER ABATEMENT	1,950.00	
			7487272	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	149.00	
			7478725	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	295.50	
			7478726	2/28/2021	FEB 2021 ANNUAL PEST CONTRI	275.00	9,754.50
92333	4/27/2021	0006745	XTREME AUTOBODY 2402	3/22/2021	UNIT#210 FRONT DOOR LT FENE	1,635.72	
	Voucher:		2401	3/22/2021	UNIT#184 SEATS & TRACKS COV	286.65	
			2396	3/22/2021	UNIT#170 SEAT BACK PAD	297.68	
			2397	3/22/2021	UNIT#134 REPLACE FRONT WIN	190.00	2,410.05

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92334	4/27/2021	00000062	ZIEGLER'S HARDWARE& SUPPLY11643	3/26/2021	WATER MATERIAL - BUSHINGS	17.62	
	Voucher:		11655-2021	3/31/2021	MINI BROOM FOR APPLYRIS EMI	6.60	
			11514	2/18/2021	STAFF KEYS FOR SPORTS CENT	26.36	
			11583	3/5/2021	SPORTS CENTER AIR VENT. PAII	45.13	
			11529	2/24/2021	REPAIRS/CLEAR OUT MAIN SINK	74.88	
			11591	3/8/2021	REPAIRS ON KITCHEN STOVE AT	22.02	
			11544	2/27/2021	PARK RESTROOM HANDLES SIN	49.51	
			11561	3/2/2021	PURCHASHES FOR PD CHARGIN	86.82	
			11646	3/31/2021	WATER SUPPLIES AND MATERIA	330.54	
			11641	3/25/2021	TOOLS USED IN ELECTRICAL M/	66.14	
			11624 3/17/21	3/17/2021	GLOVES FOR WATER STAFF	33.05	
			11600	3/11/2021	TOOL BOX FOR UNIT 366 AND RI	69.44	
			11611	3/13/2021	VALVE REPLACE FOR 8917 BRY	11.01	
			11579	3/4/2021	STAFF KEYS FOR SENIOR CENT	8.31	847.43
Sub total for BANK OF THE WEST:							735,958.50
Grand Total All Checks:							735,958.50

144 checks in this report.

WARRANT REGISTER FOR COUNCIL MEETING OF 4/27/2021

PART V

apChkLst
04/15/2021 2:35:25PM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2073	4/15/2021	00000004	NATIONWIDE RETIREMENT SOLLBen283907	4/15/2021	DEF COMP NATIONWIDE: PAYME	56,278.55	56,278.55
		Voucher:					
2074	4/15/2021	00004836	SEIU LOCAL 721 CTW CLC-23900Ben283909	4/15/2021	SEIU DUES: PAYMENT	3,165.05	3,165.05
		Voucher:					
2075	4/15/2021	00000343	PUBLIC EMPLOYEES RETIREMENTBen283911	4/15/2021	PERS RETIREMENT: PAYMENT	230,803.00	230,803.00
		Voucher:					
2076	4/15/2021	00001186	EMPLOYMENT DEVELOPMENT DBen283913	4/15/2021	SDI: PAYMENT	51,389.71	51,389.71
		Voucher:					
2077	4/15/2021	00002370	INTERNAL REVENUE SERVICE Ben283915	4/15/2021	MEDICARE: PAYMENT	163,103.64	163,103.64
		Voucher:					
2078	4/15/2021	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen283917	4/15/2021	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher:					
2079	4/15/2021	00004988	CHILD SUPPORT ON-LINE, STATEBen283919	4/15/2021	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
		Voucher:					
Sub total for BANK OF THE WEST:							506,974.49
Grand Total All Wire Transfers:							506,974.49

7 wire transfers in this report.

WARRANT REGISTER FOR COUNCIL MEETING OF 4/27/2021

PART VI

apChkLst
04/19/2021 4:21:32PM

Final Check List
CITY OF SOUTH GATE

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Bank : efbotw BANK OF THE WEST EFT

<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>	
632	4/27/2021	0012466	RET: ADAMS, PAUL L.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,299.14	1,299.14
			Voucher:					
633	4/27/2021	0005570	RET: ALONZO, ANTHONY	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
			Voucher:					
634	4/27/2021	0012843	RET: AUSTIN A., BYRON	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	776.88	776.88
			Voucher:					
635	4/27/2021	0005813	RET: AVILA, VINCENT	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,196.68	1,196.68
			Voucher:					
636	4/27/2021	00001265	RET: BRASSFIELD, CHARLES R	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
			Voucher:					
637	4/27/2021	0006324	RET: BURBACH, MAUREEN	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
			Voucher:					
638	4/27/2021	0012844	RET: CAMACHO, EDWARD	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
			Voucher:					
639	4/27/2021	00000817	RET: CHRIST, DOUGLAS F	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
			Voucher:					
640	4/27/2021	00003408	RET: DAMRON, ROGER V	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
			Voucher:					
641	4/27/2021	00001776	RET: EADE, JOANN	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	181.48	181.48
			Voucher:					
642	4/27/2021	00003973	RET: EADS, KENNETH P.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	990.16	990.16
			Voucher:					
643	4/27/2021	00003853	RET: FANNIN, ZONA	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
			Voucher:					
644	4/27/2021	0008820	RET: FERNANDEZ, CARLOS	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
			Voucher:					
645	4/27/2021	00004403	RET: FIELD, GARY	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
			Voucher:					
646	4/27/2021	0006507	RET: FIGUEROA, GLORIA A.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
			Voucher:					
647	4/27/2021	00000605	RET: FORRESTER, BOB L	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
			Voucher:					
648	4/27/2021	0005355	RET: GALBREATH, RUSSELL	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	968.20	968.20
			Voucher:					

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
649	4/27/2021	0011186	RET: GAMBOA, OSCAR	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
650	4/27/2021	00000496	RET: GEORGE, RONALD P	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:						
651	4/27/2021	00003940	RET: GONZALEZ, HIRAM	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
652	4/27/2021	0006328	RET: GUTIERREZ, MANUEL	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
653	4/27/2021	0006510	RET: HERNANDEZ, MARIA	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
654	4/27/2021	0008059	RET: HILL, GARY	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
655	4/27/2021	0006329	RET: HOMSHER, HUGH	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
656	4/27/2021	0012845	RET: HUGAR L., JAMES	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
657	4/27/2021	00004784	RET: HUNTRODS, RICHARD F	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	239.00	239.00
		Voucher:						
658	4/27/2021	0009521	RET: HUPP, KEITH	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
659	4/27/2021	0008058	RET: INMAN, RONALD	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
660	4/27/2021	00004785	RET: IRISH, TERRY F	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:						
661	4/27/2021	0011110	RET: JOHNSON, GERALD	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
662	4/27/2021	00004787	RET: KENNEDY, GARY E	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:						
663	4/27/2021	0005356	RET: KEY, ANDREW	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
664	4/27/2021	0011111	RET: KOOMEN, SHERI L.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
665	4/27/2021	0009946	RET: LEFEVER, STEVEN A.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	200.00	200.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
666	4/27/2021	00004789	RET: LILLEY, RAYMOND E	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:						
667	4/27/2021	0012707	RET: LLOYD, BRUCE W.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
668	4/27/2021	0012927	RET: LONG, PENG	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
669	4/27/2021	0005633	RET: LOPEZ, ALFONSO	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	590.37	590.37
		Voucher:						
670	4/27/2021	0006511	RET: LOPEZ, RAMON A.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
671	4/27/2021	0009453	RET: LOPEZ, VERONICA	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
672	4/27/2021	0007656	RET: MATSUKIYO, DAVID	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,135.20	1,135.20
		Voucher:						
673	4/27/2021	00003328	RET: MOSBY, DOROTHEA S	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	200.00	200.00
		Voucher:						
674	4/27/2021	0011895	RET: MUNOZ, ALFREDO	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
675	4/27/2021	00003239	RET: NASSAR, SAMI R	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	200.00	200.00
		Voucher:						
676	4/27/2021	0012468	RET: ORTIZ, JULIAN	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	526.84	526.84
		Voucher:						
677	4/27/2021	0012467	RET: PATINO, IGNACIO M.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
678	4/27/2021	0011522	RET: PELLERIN, ROBERT	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
679	4/27/2021	00005237	RET: PEREZ, SUSAN	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
680	4/27/2021	0010733	RET: PIXLER, DAVID	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
681	4/27/2021	00004794	RET: POWELL, ROBERT K.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:						
682	4/27/2021	0006326	RET: RAMIREZ, VIRGINIA	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	
		Voucher:	FEB.&MAR.2021	4/13/2021	ADJ. FEB. 2021 & MARCH 2021- F	300.00	450.00	

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
683	4/27/2021	0006327	RET: RASCO, ANGELA	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
684	4/27/2021	00003630	RET: REGALADO, MARY	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
685	4/27/2021	0011967	RET: RIVERA, FRANK J.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	526.77	526.77
		Voucher:						
686	4/27/2021	0011978	RET: RIVERA, HANNAH TELLEZ-CAPRIL 2021	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	526.77	526.77
		Voucher:						
687	4/27/2021	0012837	RET: RODRIGUEZ, ANNA	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
688	4/27/2021	0012682	RET: RUIZ, NELLIE	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
689	4/27/2021	0011112	RET: SALDIVAR, MARIO M.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
690	4/27/2021	00001867	RET: SCHMID, BEATRICE J	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
691	4/27/2021	0009865	RET: SCHRADER, GEORGE R.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,131.00	1,131.00
		Voucher:						
692	4/27/2021	0011521	RET: SCOTT, DAVID	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
693	4/27/2021	0006513	RET: SHETTER, RANDOLPH M.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
694	4/27/2021	00000869	RET: SMITH, CHARLES R	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:						
695	4/27/2021	00004796	RET: SPEELMAN, PATRICIA L	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:						
696	4/27/2021	00002147	RET: SPROWLS, KENNETH C	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:						
697	4/27/2021	0008313	RET: SULLIVAN, DARREN	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,242.35	1,242.35
		Voucher:						
698	4/27/2021	0006512	RET: TATTI, WILLIAM P.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
699	4/27/2021	0012960	RET: TAYLOR, TOM C.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:	FEB.&MAR.2021	4/13/2021	ADJ. FEB. 2021 & MARCH 2021- F	300.00	450.00	

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
700	4/27/2021	0005357	RET: TODD, ROBERT M.	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,196.68	1,196.68
		Voucher:						
701	4/27/2021	0012959	RET: TREJO, RAMONA M	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	
		Voucher:						
702	4/27/2021	00003573	RET: VAN LIEROP, MARTIN G	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	206.97	206.97
		Voucher:						
703	4/27/2021	00003959	RET: WADE, RICHARD	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	238.25	238.25
		Voucher:						
704	4/27/2021	0007655	RET: WELLS, GREGORY	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	526.84	526.84
		Voucher:						
705	4/27/2021	00004379	RET: WHALEN, HARVEY	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	150.00	150.00
		Voucher:						
706	4/27/2021	00000498	RET: WILLIAMS, GALE M	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	250.00	250.00
		Voucher:						
707	4/27/2021	0008821	RET: WILLIAMS, TIMOTHY	APRIL 2021	4/13/2021	APRIL 2021- RETIREE MEDICAL I	1,196.54	1,196.54
		Voucher:						

Sub total for BANK OF THE WEST EFTs: 41,981.37

76 EFTs in this report.

Grand Total All EFTs: 41,981.37

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 4/27/2021**

TOTAL PART I - PREPAID CHECKS (4/1/2021)	196,990.86
TOTAL PART II - PAYROLL-RELATED CHECKS	835.52
TOTAL PART III - PREPAID CHECKS (4/15/2021)	304,594.05
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS	735,958.50
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	506,974.49
TOTAL PART VI - ACCOUNTS PAYABLE EFTs	41,981.37
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SUB - TOTAL	1,787,334.79
LESS: VOIDS	(18,485.81)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(335,151.99)
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GRAND TOTAL	1,433,696.99
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