



## SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, November 23, 2021 at 6:30 p.m.

**SOUTH GATE COUNCIL CHAMBERS OR  
TELECONFERENCE  
DIAL-IN-NUMBER: 1 (669) 900-6833**

**MEETING ID: 850 0972 5217**

**<https://us02web.zoom.us/j/85009725217>**

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

<b>CALL TO ORDER</b>	Al Rios, Mayor
<b>INVOCATION</b>	Bishop Juan Carlos Mendez, Centro Cristiano Bet-El Church
<b>PLEDGE OF ALLEGIANCE</b>	Arthur Loya, 99-Year Old WWII Veteran
<b>ROLL CALL</b>	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

**INTERIM CITY MANAGER**

Chris Jeffers

### **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. Certificate Of Appreciation To Arthur Loya, WWII Veteran**

The City Council will issue a Certificate of Appreciation to Arthur Loya commemorating his bravery and self-sacrifice while serving in the Armed Forces during World War II and receiving the Bronze Star. (CM)

Documents:

[ITEM 1 REPORT 11232021.PDF](#)

#### **2. Proclamation Declaring Small Business Saturday**

The City Council will issue a Proclamation declaring Saturday, November 27, 2021, as Small Business Saturday to encourage the community to shop locally. (CD)

Documents:

[ITEM 2 REPORT 11232021.PDF](#)

#### **3. Introduction Of New And Promoted Employees**

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

Documents:

[ITEM 3 REPORT 11232021.PDF](#)

### **V. Public Hearings**

#### **4. 2021-2022 Selective Traffic Enforcement Program Grant Funds From State Of CA OTS**

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

- a. Authorizing the utilization of the 2021-2022 Selective Traffic Enforcement Program (STEP) Grant funds from the State of California Office of Traffic Safety (OTS) for overtime, equipment, and training expenses;

- b. Authorizing the utilization of the 2021-2022 Traffic Records Improvement Project Grant funds from the State of California Office of Traffic Safety (OTS) for traffic records improvements related to the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) program;
- c. Approving **Grant Agreement (Contract No. \_\_\_\_\_)** with the OTS, Grant Number PT22083 in the amount of \$100,000;
- d. Approving **Grant Agreement (Contract No. \_\_\_\_\_)** with OTS, Grant Number TR22009 in the amount of \$25,000;
- e. Authorizing the Mayor to execute the two Grant Agreements in a form acceptable to the City Attorney;
- f. Increasing the Fiscal Year 2021/22 OTS (STEP) Grant Fund budget by \$28,000, from \$72,000 to \$100,000, as follows: (\$4,000) in Account No. 231-556-21-5110; (\$78,176) in Account No. 231-556-21-5111; (\$1,191) in Account No. 231-556-21-5220; (\$15,188) in Account No. 231-556-21-6204 and (\$1,445) in Account No. 231-556-21-6340; and
- g. Increasing the Fiscal Year 2021/22 OTS (TRIP) Grant Fund budget by \$25,000, from \$0 to \$25,000.

Documents:

[ITEM 4 REPORT 11232021.PDF](#)

#### **5. Ordinance Amending Section 11.51.050 (Administrative Permits And Approvals) Of Chapter 11.51 (Permits And Procedures) Of Title 11 (Zoning) Of The SGMC**

The Planning Commission recommends that the City Council consider approving Zoning Code Amendment No. 171 and introducing an **Ordinance \_\_\_\_\_** amending Section 11.51.050 (Administrative permits and approvals) of Chapter 11.51 (Permits and Procedures) of Title 11 (Zoning) of the SGMC, to clarify the City's administrative plan review and administrative permit process. (CD)

Documents:

[ITEM 5 REPORT 11232021.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 **6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

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

### **6. Ordinance No. 2021-12-CC Amending Title 13 (Franchises) And Adding Title 14 (Waste Handling And Recycling) To Comply With Senate Bill 1383**

The City Council will consider waiving the reading in full and adopting Ordinance No. 2021-12- CC amending the South Gate Municipal Code to add a new Title 14 (Waste Handling and Recycling); revising Section 13.100.160 (Authorization by City Council and Resolution of Conflicts) to add new subsection C.23; deleting in their entirety Sections 13.100.220 through 13.100.390, inclusive, and replacing them with the revised version thereof contained in the new Title 14 to comply with the mandatory organic recycling provisions of SB 1383. (PW)

Documents:

## **7. Resolution Authorizing Remote Teleconference Meetings**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ authorizing remote teleconference meetings of the City Council, all City subordinate bodies, and all City non-profit corporation Boards and their subordinate bodies, for the period of December 12 - January 11, 2022. (CLERK)

Documents:

[ITEM 7 REPORT 11232021.PDF](#)

## **8. Resolution Extending The Local Emergency Within The City Due To The Ongoing COVID-19 Pandemic**

The City Council will consider adopting a Resolution extending the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 Pandemic (COVID-19 Pandemic). (CM)

Documents:

[ITEM 8 REPORT 11232021.PDF](#)

## **9. Resolution Approving Recruitment Bonus Program And Referral Bonus Program**

The City Council shall consider: (CM)

- a. Adopting a **Resolution** \_\_\_\_\_ approving a recruitment bonus program for hiring critical positions along with a referral bonus by City Employees for new employees; and
- b. Authorizing the City Manager to execute documents necessary to effectuate the actions, including employee agreements and any amendments thereto, as approved by the City Attorney.

Documents:

[ITEM 9 REPORT 11232021.PDF](#)

## **10. Settlement Agreements For The Participation Of The National Opioid Settlements By The State Of CA**

The City Council will consider: (ATTY)

- a. Approving the Subdivision Settlement Participation Form electing to participate in the Distributor Settlement Agreement, dated as of July 21, 2021;
- b. Approving the California State - Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement;
- c. Approving the Subdivision Settlement Participation Form electing to participate in the Janssen Settlement Agreement, dated as of July

21, 2021;

- d. Approving the California State - Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement; and
- e. Delegating and authorizing the City Manager to (i) execute, in place and in lieu of the City Mayor, the Distributor Settlement Agreement and the Janssen Settlement Agreement and all related documents, and (ii) take any additional actions as may be required to allow the City of South Gate to participate in the receipt of such funds, in a form approved by the City Attorney.

Documents:

[ITEM 10 REPORT 11232021.PDF](#)

**11. Resolution Approving Transfer Agreement No. 2021RPLLARO5 With LA County Flood Control District For Safe, Clean Water Program Funds, Regional Program (Measure W)**

The City Council will consider: (PW)

- a. Adopting a **Resolution \_\_\_\_\_** to approve the **Transfer Agreement No. 2021RPLLARO5 (Contract No. \_\_\_\_\_)** between the City and the Los Angeles County Flood Control District for the Safe, Clean Water Program-Regional Fund Program ("Transfer Agreement") to receive the \$5,438,000 awarded for the Urban Orchard Project;
- b. Authorizing the Mayor to execute the Transfer Agreement in a form acceptable to the City Attorney;
- c. Appropriating \$5,438,000 in Measure W Regional Grant Funds to Account No. No. 311-790-61-9214 to fund construction, water quality monitoring, and operations and maintenance for the Urban Orchard Project;
- d. Transferring \$3,150,000 in General Funds from the Urban Orchard Project (Account No. No. 311-790-61-9214) to the Assigned for Capital Project General Fund Balance;
- e. Transferring \$816,725 in General Funds from the Urban Orchard Project (Account No. No. 311-790-61-9214) to the General Funds Reserve; and
- f. Authorizing the Assistant City Manager/Director of Public Works or

designee as agent of the applicant to submit all documents pertaining to the Transfer Agreement including, but not limited to, budget plans, payment requests, progress reports, annual reports, and monitoring reports, operations and maintenance plans and other documents, which may be necessary for the completion of the Urban Orchard Project.

Documents:

[ITEM 11 REPORT 11232021.PDF](#)

## **12. Agreement With BKF Engineers, Inc., For Design Services For The Citywide Residential Resurfacing Project**

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. \_\_\_\_\_)** with BKF Engineers, Inc., to provide engineering plans, specifications and estimates for the Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST and the Citywide Sidewalk Improvement, Phase VIII, City Project No. 659-ST, in an amount not-to-exceed \$275,158; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 12 REPORT 11232021.PDF](#)

## **13. Amendment No. 2 To Contract 3153 With Fiesta De Carnival**

The City Council will consider: (PARKS)

- a. Approving **Amendment No. 2 to Contract No. 3153** with Fiesta de Carnival extending the Concession Agreement for the Production of Special Event Carnivals for one (1) year; and
- b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

[ITEM 13 REPORT 11232021.PDF](#)

## **14. Amendment No. L To Contract No. 2020-106-CC With Chris Jeffers Extending Employment Agreement**

The City Council will consider: (ATTY)

- a. Approving the **Amendment No. 1 to Contact No. 2020-106-CC**

extending the current Employment Agreement with Chris Jeffers as Interim City Manager to December 31, 2022; and

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

Documents:

[ITEM 14 REPORT 11232021.PDF](#)

### **15. Purchase Order With National Auto Fleet Group For 3 Patrol Vehicles And Equipment**

The City Council will consider: (PD)

a. Approving a Purchase Order with National Auto Fleet Group for the purchase of three patrol vehicles for the Police Department in the total amount of \$112,554.02;

b. Approving a Purchase Order with West Coast Lights & Sirens, Inc., for the purchase and installation of necessary emergency equipment for the three patrol vehicles in the amount of \$47,906.89;

c. Approving a Purchase Order with Northstar Graphics for the purchase and installation of decals/graphics for two patrol vehicles in the amount of \$715.00 (the slick top vehicle does not require decals/graphics); and

d. Approving a Purchase Order with CDCE, Inc., for the purchase of Mobile Data Computers to outfit the three patrol vehicles in the amount of \$20,703.31.

Documents:

[ITEM 15 REPORT 11232021.PDF](#)

### **16. Notice Of Completion For Long Beach Blvd Water Lateral Replacement, City Project No. 638-WTR**

The City Council will consider: (PW)

a. Accepting completion of construction of the Long Beach Boulevard Water Service Lateral Replacement Project City Project No. 638-WTR, constructed by J. A. Salazar Construction and Supply Corporation, effective October 19, 2021; and

b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.



Documents:

[ITEM 16 REPORT 11232021.PDF](#)

### **17. Minutes**

The City Council will consider approving: (CLERK)

- a. The Special Joint Budget Meeting minutes of July 12, 2021; and
- b. The Regular and Special Meeting minutes of October 26, 2021.

Documents:

[ITEM 17 REPORT 11232021.PDF](#)

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

### **18. Review Off-Site Parking Distance Regs SGMC Section 11.33.060 Parking Lot Standard (Table 11.33-3)**

The City Council will consider: (CM)

- a. The request by Mayor Rios and Council Member Hurtado direct to research possible changes to the South Gate Municipal Code Section 11.33.060 Parking Lot Standard (Table 11.33-3); and
- b. Providing direction on what elements to study or consider.

Documents:

[ITEM 18 REPORT 11232021.PDF](#)

### **19. Warrant Register For November 23, 2021**

The City Council will consider approving the Warrant Register for October 26, 2021: (ADMIN SVCS)

Total of Checks :	\$3,086,783.97
Voids:	\$ (703.00)
Total of Payroll Deductions	\$ (379,235.92)
Grand Total:	\$2,706,845.05
Cancellations:	94029, 94819

Documents:

[ITEM 19 REPORT 11232021.PDF](#)

## **X. Adjournment**

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda Addendum was posted November 18, 2021 at 10:20 a.m. as

required by law.

Carmen Avalos, CMC

City Clerk

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

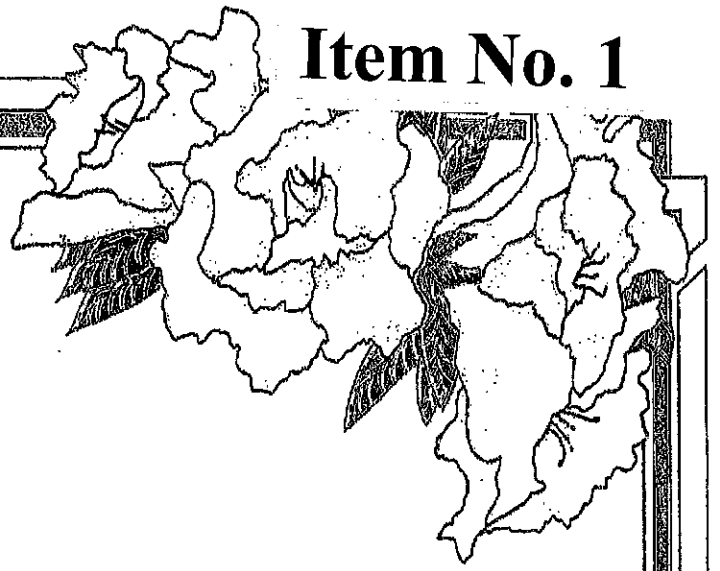
8650 California Avenue, South Gate, California 90280  
(323) 563-9510 \* fax (323) 563-5411 \* [www.cityofsouthgate.org](http://www.cityofsouthgate.org)

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

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

Item No. 1

City of South Gate



CERTIFICATE OF APPRECIATION

Presented by the  
South Gate City Council on Behalf  
of the Citizens of South Gate to:

*Arthur Loya*

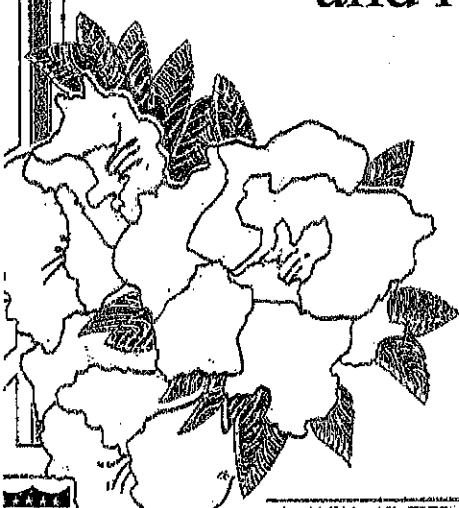
Commemorating your bravery and  
self-sacrifice while serving in the  
Armed Forces during World War II  
and receiving the Bronze Star.

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Al Rios, Mayor

November 9, 2021

*The Azalea City*



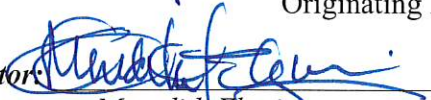
CITY MANAGER'S OFFICE


NOV 16 2021

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: November 23, 2021  
Originating Department: Community Development

Director:   
Meredith Elguira

Interim City Manager:   
Chris Jeffers

**SUBJECT: PROCLAMATION DECLARING SMALL BUSINESS SATURDAY ON NOVEMBER 27, 2021**

**PURPOSE:** To promote and support the City's small businesses by recognizing their role in generating jobs, boosting the local economy and preserving neighborhoods.

**RECOMMENDED ACTION:** Mayor Al Rios will issue a Proclamation declaring Saturday, November 27, 2021, as Small Business Saturday to encourage the community to shop locally.

**FISCAL IMPACT:** None.

**ALIGNMENT WITH COUNCIL GOALS:** Small Business Saturday encourages economic development by supporting small businesses and supports the City's Comprehensive Economic Development Strategy.

**ANALYSIS:** The national Small Business Saturday Coalition was founded by American Express in 2010 to encourage people to support small, local businesses. In 2011, the Senate unanimously passed a resolution in support of this day and by 2012, officials in all 50 states participated in the event. This year the event takes place on the Saturday after Thanksgiving, November 27, 2021, known as the first day of the busy Holiday shopping season. In the month of November, according to the Small Business Saturday Coalition, an estimated \$12 billion is spent at small independent businesses during Small Business Saturday.

The City believes that national Small Business Saturday is essential to the preservation of small businesses that contribute positively to the local community by supplying jobs and generating tax revenue.

**BACKGROUND:** In an effort to support the City's small business community, the City is working towards implementing additional programs and improvements, which are in various stages of development, in order to enhance the visual appeal of the City by creating a comfortable, attractive and walkable environment for shoppers. A few of the projects are listed below:

- The City in partnership with the Chamber of Commerce has distributed \$300,000 in CDBG grant funding to assist thirty four small businesses in the City with up to \$7,500 grants to retain their employees during the COVID-19 pandemic.

- The City awarded \$75,000 in CDBG grant funding to the Tweedy Mile Association to assist up to nine small businesses in the City with up to \$7,500 grants to retain their employees during the COVID-19 pandemic.
- The City distributed “Open for Business/ Take out” posters to small businesses along with “Thank You Cards” to essential workers in the City of South Gate.
- The City created a Virtual Business Resource Center online with various resources.
- The City has held various virtual workshops with Bet Tzedek to assist small businesses.
- The City previously installed decorative street tree lights on Tweedy Boulevard from State Street to Hunt Avenue, to enhance the visual appeal and attractiveness of the Tweedy Mile and provide an inviting place that can attract new businesses and enhance a patron's shopping experience.
- The City also implemented the Utility Cabinet Beautification Program and painted 22 utility boxes with artwork along Tweedy Boulevard.
- The City added 83 new trash receptacles and 20 bike racks from State St. to Hunt Avenue.
- The Tweedy Specific Plan will revitalize the Tweedy corridor, encourage vibrant retail and mixed use development in a pedestrian friendly setting and create community benefits.
- The \$2.2 million dollar Tweedy Boulevard Traffic Signal Synchronization Project, will interconnect and synchronize 18 traffic signals within the boulevard to provide better traffic flow and reduce delays.

With these programs, the City aims to enhance the visual appeal of the City and provide an inviting place that can attract new businesses and enhance a patron’s shopping experience.

Additionally, the City, in partnership with the Tweedy Mile Association and South Gate Chamber of Commerce, will organize the following outreach efforts to support the Small Business Saturday:

- The Tweedy Mile Association and South Gate Chamber of Commerce will encourage their business members to participate in the Small Business Saturday and spread the word to customers and other local businesses.
- The City will post on social media to urge residents of the community to shop on line or in person, dine outside or for takeout, and frequent local businesses on Small Business Saturday and throughout the year.

**ATTACHMENT:** Proclamation

# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

*Declaring*  
**Small Business Saturday**  
**November 27, 2021**

*WHEREAS,* the City of South Gate appreciates local small businesses and the contributions they make to the local economy and community;

*WHEREAS,* according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States which represent 99.9 percent of all businesses with employees in the United States and are responsible for 58.9 percent of net new jobs created over the past 20 years;

*WHEREAS,* small businesses employ over 47.5 percent of all businesses with employees in the United States;

*WHEREAS,* 90 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue;

*WHEREAS,* 89 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States;

*WHEREAS,* 93 percent of consumers in the United States agree that it is important for people to support small businesses that they value in their community;

*WHEREAS,* the City of South Gate supports local businesses that create jobs, boost our local economy and preserve neighborhoods; and

*WHEREAS,* advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE,** be it proclaimed on this 23rd day of November 2021, that **I, Al Rios, Mayor of the City of South Gate,** on behalf of the City Council and citizens of the City of South Gate, do hereby proclaim November 27, 2021, as Small Business Saturday and encourage everyone to support small businesses and shop locally.

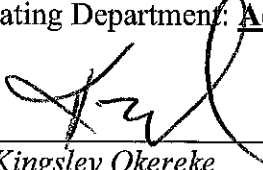
\_\_\_\_\_  
Mayor Al Rios

**City of South Gate**  
CITY COUNCIL


**AGENDA BILL**

For the Regular Meeting of: November 23, 2021  
Originating Department: Administrative Services

Interim Department Director:

  
Kingsley Okereke

Interim City Manager:

  
Chris Jeffers

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

**PURPOSE:** To introduce to the City Council the City's new and promotional full-time employees hired or promoted during October 2021.

**RECOMMENDED ACTION:** Allow staff to introduce the new and promotional full-time employees hired or promoted during October 2021.

**FISCAL IMPACT:** None

**ANALYSIS:** None

**BACKGROUND:** Following is a list of new and promotional full-time city employees who were hired or promoted during October 2021:

Employee	Title	Department	Division	Original Hire Date	Promotion Date	Promoted From
Yalini Sivapathasundaram	Senior Planner	Community Development	Planning	10/04/21		
Alondra Garcia	Recreation Coordinator	Parks & Recreation	Classes & Special Events	07/24/17	10/24/21	Recreation Leader III

**ATTACHMENT:** Copy of PowerPoint Presentation



City of  
**South Gate**



**INTRODUCTION OF THE  
CITY'S NEW & PROMOTIONAL  
FULL-TIME EMPLOYEES**







# Community Development



# Yalini Sivapathasundaram

Senior Planner

Community Development

Hire Date: 10/4/21



# Parks & Recreation



# Alondra Garcia

Recreation Coordinator  
Park & Recreation

Original Hire Date: 7/24/17

Promotion Date: 10/24/21

NOV 15 2021

CITY COUNCIL

9:00 AM

AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: Police

Department Director: Darren Arakawa  
Darren Arakawa

Interim City Manager: Chris Jeffers  
Chris Jeffers

**SUBJECT: PROPOSED USE OF THE 2021-2022 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT FUNDS AND THE 2021-2022 TRAFFIC RECORDS IMPROVEMENT PROJECT GRANT FUNDS**

**PURPOSE:** The South Gate Police Department submitted a grant application to the State of California Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) and Traffic Records Improvement Project (TRIP) in early 2020. In September of 2021, the OTS awarded the South Gate Police Department \$100,000 for overtime, equipment, and training expenses for STEP and \$25,000 for TRIP.

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

- a. Authorizing the utilization of the 2021-2022 Selective Traffic Enforcement Program (STEP) Grant funds from the State of California Office of Traffic Safety (OTS) for overtime, equipment, and training expenses;
- b. Authorizing the utilization of the 2021-2022 Traffic Records Improvement Project Grant funds from the State of California Office of Traffic Safety (OTS) for traffic records improvements related to the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) program;
- c. Approving Grant Agreement with the OTS, Grant Number PT22083 in the amount of \$100,000;
- d. Approving Grant Agreement with OTS, Grant Number TR22009 in the amount of \$25,000;
- e. Authorizing the Mayor to execute the two Grant Agreements in a form acceptable to the City Attorney;
- f. Increasing the Fiscal Year 2021/22 OTS (STEP) Grant Fund budget by \$28,000, from \$72,000 to \$100,000, as follows: (\$4,000) in Account No. 231-556-21-5110; (\$78,176) in Account No. 231-556-21-5111; (\$1,191) in Account No. 231-556-21-5220; (\$15,188) in Account No. 231-556-21-6204 and (\$1,445) in Account No. 231-556-21-6340; and
- g. Increasing the Fiscal Year 2021/22 OTS (TRIP) Grant Fund budget by \$25,000, from \$0 to \$25,000.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund and no requirement for the City to match the grant funds. The total amount of funding that has been allocated to the City for FY 2020/21 shall not exceed \$125,000.

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

**PUBLIC NOTICE:** A legal notice was published in *the South Gate Press* newspaper on November 4, 2021.

**BACKGROUND:** The Office of Traffic Safety strives to provide funding assistance to agencies with the greatest need. The grants are awarded on a competitive basis and a comprehensive evaluation is part of the application review process. OTS evaluates the applications using several criteria, including but not limited to: potential traffic safety impact of proposed activities; local collision statistics and OTS rankings; seriousness of identified problems; performance on previous grants; proportionality of funding requested with identified traffic safety problems; and the value of the funding requested for the proposed activities.

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

The TRIP grant will assist the South Gate Police Department in increasing its contribution to the Office of Traffic Safety's goal of improving overall roadway safety by providing accurate and timely data that roadway safety engineering improvements and traffic safety enforcement operations rely on.

**ATTACHMENTS:**

- A. Proposed STEP Grant Agreement
- B. Proposed TRIP Grant Agreement
- C. Notice of Public Hearing

State of California – Office of Traffic Safety  
**GRANT AGREEMENT**

GRANT NUMBER  
**TR22009**

**1. GRANT TITLE**  
**Traffic Records Improvement Project**

**2. NAME OF AGENCY**  
**South Gate**

**3. Grant Period**  
 From: 10/01/2021  
 To: 09/30/2022

**4. AGENCY UNIT TO ADMINISTER GRANT**  
**South Gate Police Department**

**5. GRANT DESCRIPTION**  
 State and local agencies need timely, accurate, complete, accessible, and uniform traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to plan and initiate traffic records improvement projects such as the purchase and implementation of traffic crash reporting systems as well as electronic citation equipment and software.

**6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$25,000.00**

**7. TERMS AND CONDITIONS:** The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B\* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

\*Items shown with an asterisk (\*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.


These documents can be viewed at the OTS home web page under Grants: [www.ots.ca.gov](http://www.ots.ca.gov).

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**8. Approval Signatures**


**A. GRANT DIRECTOR**

NAME: James Chavez  
 TITLE: Sergeant  
 EMAIL: [jchavez@sogate.org](mailto:jchavez@sogate.org)  
 PHONE: (323) 383-2792  
 ADDRESS: 8620 California Avenue  
 South Gate, CA 90280-3004

 (Signature) Sep 15, 2021 (Date)


**B. AUTHORIZING OFFICIAL**

ADDRESS: Darren Arakawa  
 Interim Chief of Police  
[darakawa@sogate.org](mailto:darakawa@sogate.org)  
 (323) 563-5408  
 8620 California Avenue  
 South Gate, CA 90280-3004

 (Signature) Sep 23, 2021 (Date)

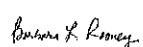
**C. FISCAL OFFICIAL**

ADDRESS: Kingsley Okereke  
 Interim Finance Director  
[kokereke@sogate.org](mailto:kokereke@sogate.org)  
 (323) 563-9524  
 8620 California Avenue  
 South Gate, CA 90280-3004

 (Signature) Sep 16, 2021 (Date)

**D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY**

ADDRESS: Barbara Rooney  
 Director  
[barbara.rooney@ots.ca.gov](mailto:barbara.rooney@ots.ca.gov)  
 (916) 509-3030  
 2208 Kausen Drive, Suite 300  
 Elk Grove, CA 95758

 (Signature) Sep 24, 2021 (Date)

**E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY**

NAME: Carolyn Vu

9/14/2021 9:49:40 PM

**9. SAM INFORMATION**

SAM #: WL7DME3FJSW4

ADDRESS: 2208 Kausen Drive, Suite 300  
Elk Grove, CA 95758

REGISTERED  
ADDRESS: 8620 California Ave  
CITY: South Gate  
ZIP+4: 90280-3004

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405c TR-22	20.616	0521-0890-101	2021	21/21	BA/21	\$25,000.00
				<b>AGREEMENT TOTAL</b>		<b>\$25,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$25,000.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$25,000.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE <i>Carlyne Vu</i>			DATE SIGNED Sep 23, 2021			



**1. PROBLEM STATEMENT**

The South Gate Police Department implemented the Crossroads electronic crash database system in 2020 in order to facilitate the timely completion and review of traffic crash reports. However, the South Gate Police Department Records Division has continued to batch print and ship crash reports to the California Highway Patrol SWITRS program on a monthly basis, which decreases the efficiency of the electronic crash database system and delays traffic safety data reporting. For 2019 and 2018, the South Gate Police Department shipped, on average, 114 reports per month. By implementing a solution to electronically submit Crossroads crash data to the California Highway Patrol SWITRS program, the South Gate Police Department could increase their contribution to the Office of Traffic Safety's goal of improving overall roadway safety by providing accurate and timely data that roadway safety engineering improvements and traffic safety enforcement operations rely on.

**2. PERFORMANCE MEASURES**

**A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.

**B. Objectives:**

1. Purchase a new electronic crash reporting program or upgrade an existing electronic crash reporting program to the latest version available that includes the capability of exporting complete crash report records to a departmental records management system (RMS) and the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS).

<b>Target Number</b>
1

**3. METHOD OF PROCEDURE**

**A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)**

- Determine specific system requirements.
- Determine specific equipment requirements.
- Request vendor price quotation per host agency requirements.
- Procure an electronic crash reporting system with the following functionalities:
  - System licensing with installation and training.
  - GIS based mapping.
  - Segment crash diagramming tool.
  - Ability to create or import crash reports.
  - Ability to import and export agency RMS files.
  - Ability to perform complete analysis of crash reports.
  - Secure database accessible by appropriate agency personnel.
  - Ability to export complete crash report to the California Highway Patrol's Statewide Integrated Traffic Records System.
- Procure an electronic citation system with the following functionalities:
  - System licensing with installation and training.
  - Ability to import and export to agency RMS files.
  - Ability to perform complete analysis of citation reports.
  - Secure database accessible by appropriate agency personnel.
  - Ability to export complete citation reports to the local county court.

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

- Select vendor for system development, implementation, and installation.
- Monitor and oversee progress of system/software development.

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

- Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30).
  - Successful project completion and confirmation of successful transmission of crash reports by the California Highway Patrol is required before submission of invoice claims seeking reimbursement from OTS.

- Prepare and submit quarterly performance reports (due January 30, April 30, July 30, and October 30).
  - Collect and report quarterly appropriate data that supports the progress of goals and objectives.
  - Provide a summary of quarterly accomplishments and explanations for objectives not completed.
  - Collect, analyze, and report statistical data relating to the grant goals and objectives.

#### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

#### **5. ADMINISTRATIVE SUPPORT**

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

State of California – Office of Traffic Safety  
**GRANT AGREEMENT**  
 Schedule B

GRANT NUMBER  
 TR22009

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-22	20.616	State Traffic Safety Information System Improvements	\$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
<b>B. TRAVEL EXPENSES</b>				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
<b>C. CONTRACTUAL SERVICES</b>				
Traffic Crash Database System Interface	405c TR-22	\$25,000.00	1	\$25,000.00
Category Sub-Total				\$25,000.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$25,000.00</b>

<b>BUDGET NARRATIVE</b>	
<b>PERSONNEL COSTS</b>	-
<b>TRAVEL EXPENSES</b>	-
<b>CONTRACTUAL SERVICES</b>	Traffic Crash Database System Interface - Computer programming required to interface crash database with other existing agency, Records Management Systems, or CHP's Statewide Integrated Traffic Records System database allowing the systems to be electronically integrated for transfer of data.
<b>EQUIPMENT</b>	-
<b>OTHER DIRECT COSTS</b>	-
<b>INDIRECT COSTS</b>	-
<b>STATEMENTS/DISCLAIMERS</b>	There will be no program income generated from this grant.

**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

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

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

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

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

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

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

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

**POLITICAL ACTIVITY (HATCH ACT)**  
(applies to subrecipients as well as States)

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

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

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

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

### **RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

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

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

#### Instructions for Primary Tier Participant Certification (States)

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

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

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

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

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

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

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

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

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

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

#### Instructions for Lower Tier Participant Certification

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the



department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

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

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

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

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

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

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

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

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

**BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

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

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE  
(applies to subrecipients as well as States)**

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

**POLICY ON SEAT BELT USE**

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

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

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



**INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS**

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

GRANT DETAILS	
Grant Number:	TR22009
Agency Name:	South Gate Police Department
Grant Title:	Traffic Records Improvement Project
Agreement Total:	\$25,000.00
Authorizing Official:	Darren Arakawa
Fiscal Official:	Kingsley Okereke
Grant Director:	James Chavez

CURRENT GEMS USER(S)	
<b>1. James Chavez</b>	
Title: Sergeant	Media Contact: Yes
Phone: (323) 383-2792	
Email: jchavez@sogate.org	

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

<b>GEMS User 1</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 2</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 3</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 4</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 5</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
Form completed by:  <small>James Chavez (Sep 15, 2021 08:43 PDT)</small>		Date: Sep 15, 2021	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
 <small>(Sep 15, 2021 08:51 PDT)</small>		James Chavez	
Signature		Name	
Sep 15, 2021		Grant Director	
Date		Title	


# Grant Agreement - TR22009

Final Audit Report

2021-09-24

Created:	2021-09-15
By:	Tua Vang (Tua.vang@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm9algsPf2j pzj6CEEqEeslFFnmW11aJW

## "Grant Agreement - TR22009" History

-  Document created by Tua Vang (Tua.vang@ots.ca.gov)  
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-  Document e-signed by Kingsley Okereke (kokereke@sogate.org)  
Signature Date: 2021-09-16 - 8:15:21 PM GMT - Time Source: server- IP address: 12.158.250.226
-  Document emailed to Darren Arakawa (darakawa@sogate.org) for signature  
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Signature Date: 2021-09-23 - 8:54:29 PM GMT - Time Source: server- IP address: 12.158.250.226

 Document emailed to Carolyn Vu (carolyn.vu@ots.ca.gov) for signature


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2021-09-23 - 8:55:36 PM GMT- IP address: 104.47.65.254

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

Signature Date: 2021-09-23 - 8:55:43 PM GMT - Time Source: server- IP address: 134.186.23.239

 Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature

2021-09-23 - 8:55:45 PM GMT

 Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)

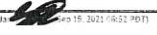


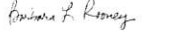
2021-09-24 - 4:37:26 PM GMT- IP address: 104.47.65.254

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

Signature Date: 2021-09-24 - 4:37:48 PM GMT - Time Source: server- IP address: 173.87.170.198

 Agreement completed.

2021-09-24 - 4:37:48 PM GMT

<b>1. GRANT TITLE</b> Selective Traffic Enforcement Program (STEP)	
<b>2. NAME OF AGENCY</b> South Gate	<b>3. Grant Period</b> From: 10/01/2021 To: 09/30/2022
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> South Gate Police Department	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$100,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"><li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li><li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li><li>• Exhibit A – Certifications and Assurances</li><li>• Exhibit B* – OTS Grant Program Manual</li><li>• Exhibit C – Grant Electronic Management System (GEMS) Access</li></ul> *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b> NAME: James Chavez TITLE: Sergeant EMAIL: <a href="mailto:jchavez@sogate.org">jchavez@sogate.org</a> PHONE: (323) 383-2792 ADDRESS: 8620 California Avenue South Gate, CA 90280-3004   _____ (Signature) Sep 15, 2021 _____ (Date)	<b>B. AUTHORIZING OFFICIAL</b> ADDRESS: Darren Arakawa Interim Chief of Police <a href="mailto:darakawa@sogate.org">darakawa@sogate.org</a> (323) 563-5408 8620 California Avenue South Gate, CA 90280-3004   _____ (Signature) Sep 23, 2021 _____ (Date)
<b>C. FISCAL OFFICIAL</b> ADDRESS: Kingsley Okereke Interim Finance Director <a href="mailto:kokereke@sogate.org">kokereke@sogate.org</a> (323) 563-9524 8620 California Avenue South Gate, CA 90280-3004   _____ (Signature) Sep 16, 2021 _____ (Date)	<b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> ADDRESS: Barbara Rooney Director <a href="mailto:barbara.rooney@ots.ca.gov">barbara.rooney@ots.ca.gov</a> (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758   _____ (Signature) Sep 24, 2021 _____ (Date)

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu  ADDRESS: 2208 Kausen Drive, Suite 300  Elk Grove, CA 95758</p>	<p><b>9. SAM INFORMATION</b></p> <p>SAM#: WL7DME3FJSW4  REGISTERED  ADDRESS: 8620 California Ave  CITY: South Gate  ZIP+4: 90280-3004</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-22	20.608	0521-0890-101	2021	21/21	BA/21	\$50,000.00
402PT-22	20.600	0521-0890-101	2021	21/21	BA/21	\$50,000.00
					<b>AGREEMENT TOTAL</b>	<b>\$100,000.00</b>
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					<b>\$100,000.00</b>	
<p><i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i></p>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					<b>\$ 0.00</b>	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
<i>Carolyn Vu</i>			Sep 23, 2021		<b>\$100,000.00</b>	



## 1. PROBLEM STATEMENT

The City of South Gate, like many California cities, suffered financially due to the 2010 recession. This recession saw a staff reduction of sworn positions of nearly 100 officers to 75. During the last decade, our city has diligently attempted to recoup those numbers, and only now in 2020 we have returned to minimum staffing levels. Compounded with the Covid-19 pandemic, our staffing levels have at times reached critical levels. As a result, our Traffic Services Bureau has seen an ongoing reduction of 6 sworn officers; to 3 sworn officers, to our current staffing level which is at 2 sworn. As a result, we have consistently observed declines in officers' proactively addressing traffic-related concerns and DUI drivers.

Over the last several years, our traffic officers have been tasked with backfilling Patrol deployment shortages and handling calls for service involving traffic crashes. This greatly reduced the time traffic officers have been available to address hazardous drivers, pedestrian, and bicycle safety issues. Due to the reduction in sworn officers and lack of available time for directed traffic enforcement, the City of South Gate has an average of 3 fatal traffic crashes per year from 2010 to 2020 (high of 6 in 2011 and a low of 1 in 2011).

From 2010 to 2020 the City of South Gate has had over 3838 injury traffic crashes and over 5635 injured victims. According to 2017 OTS crash rankings (Group C) the City of South Gate ranks #4 in fatal and injury crashes, #5 in speed-related traffic crashes, #1 in nighttime injury crashes, and #1 in hit and run injury crashes. \*\*\*\*\*2018 numbers will be out on 12-18-20\*\*\*\*\*

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

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

## 2. PERFORMANCE MEASURES

### A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.

10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

<b>B. Objectives:</b>	<b>Target Number</b>
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Send law enforcement personnel to SFST Instructor training.	2
9. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	3
10. Conduct DUI Saturation Patrol operation(s).	11
11. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
12. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
13. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
14. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
15. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3

16. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
17. Conduct highly visible collaborative DUI Enforcement operations	1
18. Conduct highly visible collaborative Traffic Enforcement operations	1

**3. METHOD OF PROCEDURE**

**A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)**

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. Media Requirements
- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

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

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO

approval process. However, announcements and results of activities should still be copied to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

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

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

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-22	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$50,000.00
402PT-22	20.600	State and Community Highway Safety	\$50,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-22	\$8,408.00	3	\$25,224.00
DUI Saturation Patrols	164AL-22	\$1,579.00	11	\$17,369.00
Collaborative DUI Enforcement	164AL-22	\$1,579.00	1	\$1,579.00
Benefits for 164AL OT @1.45%	164AL-22	\$44,172.00	1	\$640.00
Traffic Enforcement	402PT-22	\$1,579.00	8	\$12,632.00
Distracted Driving	402PT-22	\$1,579.00	3	\$4,737.00
Motorcycle Safety	402PT-22	\$1,579.00	1	\$1,579.00
Night-time Click It Or Ticket	402PT-22	\$1,579.00	1	\$1,579.00
Pedestrian and Bicycle Enforcement	402PT-22	\$4,773.00	3	\$14,319.00
Traffic Safety Education	402PT-22	\$789.50	2	\$1,579.00
Collaborative Traffic Enforcement	402PT-22	\$1,579.00	1	\$1,579.00
Benefits for 402PT OT @ 1.45%	402PT-22	\$38,004.00	1	\$551.00
Category Sub-Total				\$83,367.00
<b>B. TRAVEL EXPENSES</b>				
In State Travel	402PT-22	\$1,445.00	1	\$1,445.00
				\$0.00
Category Sub-Total				\$1,445.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
Radar Trailer	402PT-22	\$10,000.00	1	\$10,000.00
Category Sub-Total				\$10,000.00
<b>E. OTHER DIRECT COSTS</b>				
DUI Checkpoint Supplies	164AL-22	\$688.00	1	\$688.00
PAS Device/Calibration Supplies	164AL-22	\$4,500.00	1	\$4,500.00
Category Sub-Total				\$5,188.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$100,000.00</b>



<b>BUDGET NARRATIVE</b>
<b>PERSONNEL COSTS</b>
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits for 164AL OT @1.45% - Medicare 1.45%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Benefits for 402PT OT @ 1.45% - Medicare 1.45%
<b>TRAVEL EXPENSES</b>
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
<b>CONTRACTUAL SERVICES</b>
<b>EQUIPMENT</b>
Radar Trailer - Trailer with radar to measure and display the speed of vehicles. Costs may include trailer, computer software, and modifications such as generator, paint, graphics and lighting.
<b>OTHER DIRECT COSTS</b>
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares,

PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.

**INDIRECT COSTS**

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**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant.

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



**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

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

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

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

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

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

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

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

**POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

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

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

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

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

### **RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

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

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

#### Instructions for Primary Tier Participant Certification (States)

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

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

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

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

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

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

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

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

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

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Lower Tier Participant Certification

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

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

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

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

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

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

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

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

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

**BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

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

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE  
(applies to subrecipients as well as States)**

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

**POLICY ON SEAT BELT USE**

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

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

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

**INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS**

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

GRANT DETAILS	
Grant Number:	PT22083
Agency Name:	South Gate Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$100,000.00
Authorizing Official:	Darren Arakawa
Fiscal Official:	Kingsley Okereke
Grant Director:	James Chavez

**CURRENT GEMS USER(S)**

**1. James Chavez**



Title: Sergeant

Media Contact: Yes

Phone: (323) 383-2792

Email: jchavez@sogate.org

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

<b>GEMS User 1</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 2</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 3</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 4</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 5</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
Form completed by:  <small>9/15/2021 9:50 PM</small>		Date: Sep 15, 2021	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
 <small>9/15/2021 9:53 PM</small>		James Chavez	
Signature		Name	
Sep 15, 2021		Grant Director	
Date		Title	













# Grant Agreement - PT22083

Final Audit Report

2021-09-24

Created:	2021-09-15
By:	Tua Vang (Tua.vang@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0Ft04xdLCPLLVEwbsLjvGtU7-6-HsEV

## "Grant Agreement - PT22083" History

-  Document created by Tua Vang (Tua.vang@ots.ca.gov)  
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-  Document emailed to James Chavez (jchavez@sogate.org) for signature  
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-  Email viewed by James Chavez (jchavez@sogate.org)  
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Signature Date: 2021-09-15 - 1:50:49 PM GMT - Time Source: server- IP address: 138.68.247.21
  
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-  Email viewed by Kingsley Okereke (kokereke@sogate.org)  
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-  Document e-signed by Kingsley Okereke (kokereke@sogate.org)  
Signature Date: 2021-09-16 - 8:14:23 PM GMT - Time Source: server- IP address: 12.158.250.226
  
-  Document emailed to Darren Arakawa (darakawa@sogate.org) for signature  
2021-09-16 - 8:14:25 PM GMT

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2021-09-16 - 8:20:02 PM GMT- IP address: 174.193.155.105

 Email viewed by Darren Arakawa (darakawa@sogate.org)


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 Document e-signed by Darren Arakawa (darakawa@sogate.org)

Signature Date: 2021-09-23 - 8:55:23 PM GMT - Time Source: server- IP address: 12.158.250.226

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2021-09-23 - 8:55:25 PM GMT

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2021-09-23 - 8:55:52 PM GMT- IP address: 104.47.65.254

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

Signature Date: 2021-09-23 - 8:55:59 PM GMT - Time Source: server- IP address: 134.186.23.239

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2021-09-24 - 4:39:30 PM GMT- IP address: 104.47.65.254

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

Signature Date: 2021-09-24 - 4:39:47 PM GMT - Time Source: server- IP address: 173.87.170.198

 Agreement completed.

2021-09-24 - 4:39:47 PM GMT

NOV 02 2021

FILED

CITY OF SOUTH GATE  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of discussing and considering the use of the Fiscal Year 21/22 Selective Traffic Enforcement Program (STEP) and Traffic Records Improvement Project (TRIP) Grant from the California Office of Traffic Safety.

The Office of Traffic Safety STEP and TRIP Grant to the South Gate Police Department is in the amount of \$100,000 and \$25,000. A copy of the City Council Agenda Bill with the grant agreement and budget of the program may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

DATE: TUESDAY, November 23, 2021  
TIME: 6:30 P.M.  
LOCATION: COUNCIL CHAMBERS  
SOUTH GATE CITY HALL  
8650 CALIFORNIA AVE  
SOUTH GATE, CA 90280

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

THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated this November 4, 2021.



Carmen Avalos, City Clerk

Publication date: November 4, 2021

NOV 17 2021

5:40pm

AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: Community Development

Department Director:

*Meredith Elguira*  
Meredith Elguira

Interim City Manager:

*Chris Jeffers*  
Chris Jeffers

**SUBJECT: ZONING CODE AMENDMENT OF TITLE 11, CHAPTER 11.51 OF THE SOUTH GATE MUNICIPAL CODE TO REVISE THE CITY'S ORDINANCE PERTAINING TO ADMINISTRATIVE PERMITS AND APPROVALS.**

**PURPOSE:** To introduce Ordinance No. 2021-XX-CC amending Section 11.51.050 (Administrative permits and approvals) of Chapter 11.51 (Permits and Procedures) of Title 11 (Zoning) of the South Gate Municipal Code (SGMC), to clarify the City's administrative plan review and administrative permit process.

**RECOMMENDED ACTIONS:** The Planning Commission recommends that the City Council approve Zoning Code Amendment No. 171 and introduce Ordinance No. 2021-XX-CC amending Section 11.51.050 (Administrative permits and approvals) of Chapter 11.51 (Permits and Procedures) of Title 11 (Zoning) of the SGMC, to clarify the City's administrative plan review and administrative permit process.

**PUBLIC NOTIFICATION:** Advertising and notification of the public hearing for this item was conducted in compliance with SGMC Sections 11.50.020 and 11.50.030. Notice of the hearing was originally posted and published in the "South Gate Press" on November 11, 2021.

**BACKGROUND:** The SGMC includes administration responsibilities and procedures for administrative permits and administrative site plan reviews that fall under the responsibility of the City's Community Development Department. The Department has identified a necessity to provide more clarity to the administrative plan review process and the issuance of administrative permits, because the current Municipal Code provisions on that subject codified in Section 11.51.050 could be re-written to offer additional guidance to applicants and the Community Development Department.

**ANALYSIS:** On November 2, 2021, the Planning Commission adopted Planning Commission Resolution 2021-15, recommending the City Council approve Zoning Code Amendment No. 171 and adopt Ordinance No. 2021-XX-XX, amending Section 11.51.050 (Administrative permits and approvals), Chapter 11.51 (Permits and Procedures) of Title 11 (Zoning) to clarify the City's administrative plan review and administrative permit process.

Staff presented the below draft text for the Planning Commission:

"11.51.050 Administrative permits and approvals.

Applications in compliance with all applicable requirements of this title, where a discretionary action is not required, shall be processed by the planning division for administrative approval by the director.

A. Administrative Plan Review. Administrative plan review is an administrative review of a detailed site plan review submitted by the applicant as part of the applicant's request for an administrative permit and subject to review and approval by the director. The site plan must show, in detail, the manner in which the applicant proposes

to develop the property in question. The applicant and planning division shall review that site plan for compatibility with all zoning code requirements and other applicable design features in the context of a site plan. Only those land uses noted on Tables 11.21-3, 11.21-4 or 11.21-5 of the zoning code as requiring an administrative plan review in Chapter 11.21, Land Use Types, are required to submit this such a site plan and application for an administrative permit as part of the permit application. The director and the planning division will not require or seek to impose restrictions or conditions on the manner in which the applicant will operate the site once it has been developed, but shall instead confine their analysis and response to the physical aspects of the proposed development. In conducting the administrative plan review and evaluating the site plan, the planning division and director may consider, without limitation, any and all of the following which the director deems relevant to the issue of whether or not to issue an administrative permit for the development as proposed by the site plan: (i) pedestrian and vehicular traffic circulation, both on the site and on adjacent streets and sidewalks; (ii) the number, location and configuration of parking spaces; (iii) building setbacks, building heights, and floor area ratios; (iv) landscaping; (v) types and location of exterior lighting; (vi) signage; (vii) the location and configuration of buildings and other improvements relative to uses of or improvements on adjacent properties; and (viii) any other design features. The fact that a site plan submitted by the applicant complies with minimum zoning code requirements for measurable items such as building setbacks, parking spaces and other objectively quantifiable design elements shall not automatically entitle the applicant to receive an administrative permit; the director may determine that greater setbacks, additional parking spaces, or other changes to the site plan above the minimum requirements established by the zoning code are necessary before the proposed development can be issued an administrative permit. The city council designated certain uses on Tables 11.21-3, 11.21-4 or 11.21-5 as requiring an administrative permit due to the unique impacts of those uses, and the purpose of the administrative plan review is to allow the city to conduct an in-depth analysis of the site plan to confirm to the city's satisfaction that those impacts have been addressed by the applicant when designing the project.

B. Upper-Floor Uses. Upper-floor uses (containing note "2" in the land use table of the applicable zone) shall be processed through an administrative permit. Upper-floor uses shall not be permitted on the ground floor of the applicable zone, but are administratively permitted on the second story or any story above. Restriction to upper floors is intended to generate a pedestrian-oriented setting on the ground floor, with businesses generating less direct foot traffic on the upper floors.

C. Accessory Uses. Accessory uses, denoted as "A-U" in the land use table of the applicable zone, shall be processed through an administrative permit. Accessory uses shall be limited to a secondary use supportive of the primary permitted or conditionally permitted uses. Development or establishment of an accessory use shall not be permitted independently on a parcel as the primary use.

D. Temporary Use Permits. Temporary uses, as identified in Table 11.21-3, 11.21-4, or 11.21-5, as applicable to the zone, shall be processed through a temporary use permit consistent with Section 11.51.070, Temporary use permit."

The Planning Commission proposed to remove the below text:

~~"The director and the planning division will not require or seek to impose restrictions or conditions on the manner in which the applicant will operate the site once it has been developed, but shall instead confine their analysis and response to the physical aspects of the proposed development. In conducting the administrative plan review and evaluating the site plan, the planning division and director may consider, without limitation, any and all of the following which the director deems relevant to the issue of whether or not to issue an administrative permit for the development as proposed by the site plan: (i) pedestrian and vehicular traffic circulation, both on the site and on adjacent streets and sidewalks; (ii) the number, location and configuration of parking spaces; (iii) building setbacks, building heights, and floor area ratios; (iv) landscaping; (v) types and location of exterior lighting; (vi) signage; (vii) the location and configuration of buildings and other improvements relative to uses of or improvements on adjacent properties; and (viii) any other design features. The fact that a site plan submitted by the applicant complies with minimum zoning code requirements for measurable items such as building setbacks, parking~~

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The Planning Commission (by a 3-2 vote) approved the following text to be drafted and recommend to the City Council:

“11.51.050 Administrative permits and approvals.

Applications in compliance with all applicable requirements of this title, where a discretionary action is not required, shall be processed by the planning division for administrative approval by the director.

A. Administrative Plan Review. Administrative plan review is an administrative review of a detailed site plan ~~review~~ submitted by the applicant as part of the applicant’s request for an administrative permit ~~and subject to review and approval by the director.~~ The site plan must show, in detail, the manner in which the applicant proposes to develop the property in question. The ~~applicant and~~ planning division shall review that site plan for compatibility with all zoning code requirements and other applicable design features ~~in the context of a site plan.~~ Only those land uses noted on Tables 11.21-3, 11.21-4 or 11.21-5 of the zoning code as requiring an administrative plan review in Chapter 11.21, Land Use Types, are required to submit ~~this such a site plan and application for an administrative permit~~ as part of the permit application. The city council designated certain uses on Tables 11.21-3, 11.21-4 or 11.21-5 as requiring an administrative permit due to the unique impacts of those uses, and the purpose of the administrative plan review is to allow the city to conduct an in-depth analysis of the site plan to confirm to the city’s satisfaction that those impacts have been addressed by the applicant when designing the project.

B. Upper-Floor Uses. Upper-floor uses (containing note “2” in the land use table of the applicable zone) shall be processed through an administrative permit. Upper-floor uses shall not be permitted on the ground floor of the applicable zone, but are administratively permitted on the second story or any story above. Restriction to upper floors is intended to generate a pedestrian-oriented setting on the ground floor, with businesses generating less direct foot traffic on the upper floors.

C. Accessory Uses. Accessory uses, denoted as “A-U” in the land use table of the applicable zone, shall be processed through an administrative permit. Accessory uses shall be limited to a secondary use supportive of the primary permitted or conditionally permitted uses. Development or establishment of an accessory use shall not be permitted independently on a parcel as the primary use.

D. Temporary Use Permits. Temporary uses, as identified in Table 11.21-3, 11.21-4, or 11.21-5, as applicable to the zone, shall be processed through a temporary use permit consistent with Section 11.51.070, Temporary use permit.”

**CONCLUSION:** The proposed text amendment will provide clarity to applicants, to the Community Development Department staff, and to the director, regarding the scope and parameters of the administrative plan review process. The proposed amendment will allow the director and planning staff to analyze administrative uses based on provided site plans, including vehicular traffic, parking, landscaping, signage, setbacks and other design features. Staff will be able to assess zoning code compliance,

**ATTACHMENTS:** A. Proposed Ordinance approved by Planning Commission  
B. Proposed Ordinance recommended by staff  
C. Public Hearing Notice

ORDINANCE NO. \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SOUTH GATE, CALIFORNIA, AMENDING THE CITY  
OF SOUTH GATE MUNICIPAL CODE, TITLE 11, ZONING,  
CHAPTER 11.50, "PERMITS AND PROCEDURES,"  
SECTION 11.51.050 "ADMINISTRATIVE PERMITS AND  
APPROVALS"**

**WHEREAS**, the city of South Gate ("City") is a general law city, incorporated under the laws of the State of California;

**WHEREAS**, pursuant to its police power, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws;

**WHEREAS**, comprehensive zoning regulations lie within the police power of the City;

**WHEREAS**, administration of the Zoning Code is a responsibility of the City's Community Development Department;

**WHEREAS**, the City finds it necessary to amend the Zoning Code to clarify administrative procedures which have been subject to interpretation in order to facilitate administration of the Zoning Code by the Community Development Department;

**WHEREAS**, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing and conducted the public hearing on this matter on November 2, 2021 and adopted Planning Commission Resolution No. 2021-15 recommending that the City council approve Zoning Code Amendment No. 171 and adopt the amendments to the South Gate Zoning Code as set forth in this ordinance; and

**WHEREAS**, at the conclusion of the public hearing held at the meeting of the Planning Commission on November 2, 2021, the Planning Commission adopted Resolution No. 2021-15 recommending that the City Council approve the amendment to the South Gate Zoning Code as set forth in this Ordinance; and

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

**SECTION 1.** Findings and Purpose. In adopting this Ordinance, the City Council finds and declares as follows:

- i. That the above recitals are true and correct and hereby incorporates them herein by this reference.
- ii. Ordinance No. \_\_\_ serves the public health, safety, and welfare of the residents and businesses within the City to regulate land use within the City.

- iii. iii. Ordinance No. \_\_\_ is consistent with the City’s General Plan.
- iv. iv. Ordinance No. \_\_\_ amending the City of South Gate Municipal Code, will not present any risk to the public health and safety.

**SECTION 2.** South Gate Municipal Code Title 11, Zoning, Chapter 11.50, “Permits and Procedures,” Section 11.51.050 “Administrative Permits and Procedures,” is amended and enacted as follows:

11.51.050 Administrative permits and approvals.

Applications in compliance with all applicable requirements of this title, where a discretionary action is not required, shall be processed by the planning division for administrative approval by the director.

A. Administrative Plan Review. Administrative plan review is an administrative review of a detailed site plan ~~review~~ submitted by the applicant as part of the applicant’s request for an administrative permit. ~~and subject to review and approval by the director. The site plan must show, in detail, the manner in which the applicant proposes to develop the property in question.~~ The ~~applicant and~~ planning division shall review that site plan for compatibility with all zoning code requirements and other applicable design features ~~in the context of a site plan~~. Only those land uses noted on Tables 11.21-3, 11.21-4 or 11.21-5 of the zoning code as requiring an administrative plan review in Chapter 11.21, Land Use Types, are required to submit this such a site plan and application for an administrative permit as part of the permit application. ~~The director and the planning division will not require or seek to impose restrictions or conditions on the manner in which the applicant will operate the site once it has been developed, but shall instead confine their analysis and response to the physical aspects of the proposed development. In conducting the administrative plan review and evaluating the site plan, the planning division and director may consider, without limitation, any and all of the following which the director deems relevant to the issue of whether or not to issue an administrative permit for the development as proposed by the site plan: (i) pedestrian and vehicular traffic circulation, both on the site and on adjacent streets and sidewalks; (ii) the number, location and configuration of parking spaces; (iii) building setbacks, building heights, and floor area ratios; (iv) landscaping; (v) types and location of exterior lighting; (vi) signage; (vii) the location and configuration of buildings and other improvements relative to uses of or improvements on adjacent properties; and (viii) any other design features. The fact that a site plan submitted by the applicant complies with minimum zoning code requirements for measurable items such as building setbacks, parking spaces and other objectively quantifiable design elements shall not automatically entitle the applicant to receive an administrative permit; the director may determine that greater setbacks, additional parking spaces, or other changes to the site plan above the minimum requirements established by the zoning code are necessary before the proposed development can be issued an administrative permit. The city council designated certain uses on Tables 11.21-3, 11.21-4 or 11.21-5 as requiring an administrative permit due to the unique impacts of those uses, and the purpose of the administrative plan review is to allow the city to conduct an in-depth analysis of the site plan to confirm to the city’s satisfaction that those impacts have been addressed by the applicant when designing the project.~~

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**SECTION 3.** City Council approval of Zoning Code Amendment No. 171 and adoption of Ordinance No. \_\_\_ are not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2), constituting an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and pursuant to Section 15060(c)(3) constituting an activity that is not a project as defined in Section 15378.

**SECTION 4.** If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5.** This Ordinance shall take effect on the thirty-first (31<sup>st</sup>) day after its adoption.

**SECTION 6.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2021.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Al Rios, Mayor

**ATTEST:**

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

(SEAL)

**APPROVED AS TO FORM:**

Raul F. Salinas, City Attorney

**ORDINANCE NO. \_\_\_\_\_**

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**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2021.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Al Rios, Mayor

**ATTEST:**

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

(SEAL)

**APPROVED AS TO FORM:**

Raul F. Salinas, City Attorney

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

**NOTICE IS HEREBY GIVEN** that the City Council of the City of South Gate will conduct a Public Hearing for an Ordinance amending Title 11, Chapter 11.51 of the South Gate Municipal Code to revise the City's regulations pertaining to administrative permits and approvals.

Copies of the documents related to the public hearing are available for review in the City Clerk's Office during normal business hours. The Public Hearing is schedule as follows:

**DATE:** Tuesday, November 23, 2021  
**TIME:** 6:30 p.m.  
**LOCATION:** Members of the public wishing to observe the meeting may join through a Call-in Conference. For the updated Dial-In Number and Conference Code for the November 23<sup>rd</sup> City Council meeting please visit the City's website at [www.cityofsouthgate.org/AgendaCenter](http://www.cityofsouthgate.org/AgendaCenter) OR attend in person in Council Chambers of City Hall, 8650 California Avenue, South Gate, California 90280

**NOTICE IS HEREBY GIVEN** All interested persons are invited to the public hearing to be heard in favor of or in opposition to the proposed project or to provide comments. In addition, written comments may be submitted to the Community Development Department prior to the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or in written correspondence delivered to the City of South Gate prior to or at the public hearing.

Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Yalini Siva, Senior Planner  
Phone: 323-563-9526  
E-mail: [ysiva@sogate.org](mailto:ysiva@sogate.org)  
Mailing Address: Community Development Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280-3075

**ESPAÑOL**

Información en español acerca de esta junta puede ser obtenida llamando al 323-563-9565.

**THIS NOTICE IS GIVEN** by order of the City Clerk of the City of South Gate and is dated this November 11, 2021.

NOV 17 2021

9:55 AM

# City of South Gate

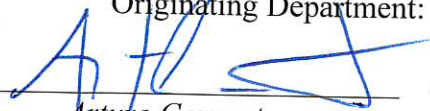
CITY COUNCIL

## AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

Interim City Manager:

  
Chris Jeffers

**SUBJECT: SECOND READING OF ORDINANCE NO. 2021-12-CC REORGANIZING EXISTING AND ADDING NEW WASTE HANDLING AND RECYCLING PROVISIONS TO COMPLY WITH THE MANDATORY ORGANIC RECYCLING PROVISIONS OF SB 1383**

**PURPOSE:** To adopt Ordinance No. 2021-12-CC amending the South Gate Municipal Code to reorganize existing provisions and add new waste handling and recycling provisions. Senate Bill 1383 (Lara) is existing state legislation that requires the reduction of organic waste in landfills. It impacts how solid waste is handled statewide. The City must amend Title 13 (Franchises) and add new Title 14 (Waste Handling and Recycling) to the Municipal Code to codify the requirements of SB 1383, which is required to be in effect by January 1, 2022. For organizational purposes, staff is also proposing to move the Chapters in Title 13 related to solid waste to the new Title 14 (Waste Handling and Recycling) as a part of the proposed Ordinance.

**RECOMMENDED ACTIONS:** The City Council will consider waiving the reading in full and adopting Ordinance No. 2021-12-CC amending the South Gate Municipal Code to add a new Title 14 (Waste Handling and Recycling); revising Section 13.100.160 (Authorization by City Council and Resolution of Conflicts) to add new subsection C.23; deleting in their entirety Sections 13.100.220 through 13.100.390, inclusive, and replacing them with the revised version thereof contained in the new Title 14 to comply with the mandatory organic recycling provisions of SB 1383.

**NOTICING REQUIREMENTS:** A Public Hearing notice was duly published in the *Los Angeles Wave*, a newspaper of general circulation, on Thursday, October 28, 2021.

**FISCAL IMPACT:** The proposed Ordinance has several new organic waste recycling programs that are required to be implemented beginning January 1, 2022. These programs will be developed and implemented by staff and the City's trash hauler. The fiscal impact will be determined at the time that programs are developed and implemented.

**ANALYSIS:** Ordinance No. 2021-12-CC was introduced at the City Council Meeting of November 9, 2021. The state regulates the solid waste industry with laws overseeing the disposition of solid waste. The state adopts new laws from time to time to change how solid waste is required to be managed. SB 1383 was adopted in September 2016, and it changed how organic waste is required to be managed statewide. SB 1383 makes organic waste recycling mandatory for all residential, commercial and industrial properties starting in 2022. Under this bill, the City is required to ensure waste haulers operating within the City provide organic waste recycling services. Residential, commercial and industrial properties are required to subscribe to organic waste recycling services. The City has taken steps to implement SB 1383 such as issuing a Request for Proposal for Solid Waste and Recycling



Collection Services which includes organic waste recycling services. As the next step for compliance, the City Council is required to adopt an implementing ordinance. The following highlights the changes in the proposed Ordinance required for SB 1383 compliance:

- Organics Recycling - Requires organic waste collection for residents and business, inclusive of food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.
- Edible Food Recovery - Establishes an edible food recovery program that recovers edible food from the waste stream and redistribute it for consumption through food recovery organizations and food recovery services.
- Education and Outreach - Requires the City to provide education and outreach to all affected/relevant parties including waste generators, haulers, facilities, edible food recovery organizations and City departments.
- Procurement Requirements - Requires the City to annually procure a quantity of recovered organic waste products that meets or exceeds the City's current annual recovered organic waste product procurement target determined by CalRecycle pursuant to 14 CCR Section 18993.1. This includes recycled organic waste products like compost, mulch, and renewable natural gas.
- Enforcement - Requires inspections and enforcement for SB1383 compliance beginning January 1, 2024.
- Conduct Capacity Planning - Requires the City to coordinate with the County of Los Angeles to determine the necessary organic waste recycling and edible food recovery capacity needed to divert organic waste and edible food from landfill.
- Solid Waste Management Services - Requires organic waste recycling services to be provided by the City through a franchise agreement with a waste hauler to all residents and businesses.
- Administrative Requirements - Requires extensive documentation of the City's programs for monitoring and reporting.

SB1383 requires that the Ordinance be in effect by January 1, 2022. Many of the programs identified above will be implemented by the City's waste hauler after the new franchise agreement is awarded which is anticipated to be in July 2022.

Title 13 (Franchises) of the City's Municipal Code is devoted to franchises granted by the City. However, the City's existing ordinances pertaining to solid waste and recycling are codified in Chapters 13.100 and 13.200 of Title 13. The proposed ordinance re-organizes the Municipal Code. The non-franchise-related solid waste and recycling chapters are proposed to be added to a new Title 14 of the Municipal Code to be called "Waste Handling and Recycling." Title 14 also includes chapters required by SB 1383. A summary of the proposed changes includes:

- Sections 13.100.220 through 13.100.390, inclusive, of the South Gate Municipal Code are deleted in their entirety and replaced with revised versions thereof contained in the new Title 14.
- Chapter 14.05 (Green Building Standards and Recycling of Organic Waste) adds a chapter required by AB 341 and AB 1826.
- Chapter 14.06 (Organic Waste Reductions) is required to be enacted pursuant to SB 1383. Each of the 17 Parts of this Chapter 14.06 corresponds to the 17 Articles of those regulations.

- Section 13.100.160 will be revised to add new subsection C.23, which states: “Such additional requirements, conditions, policies and procedures required by Title 14 of this Municipal Code.”

**BACKGROUND:** In September 2016, SB 1383 was signed into law 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 solid waste, SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste by 2020, and a 75 percent reduction by 2025. In addition, the regulations require that at least 20 percent of edible food that is currently disposed of is recovered for human consumption by 2025. The regulations include specific details for organics waste collection and food recovery programs that must be implemented by all jurisdictions and requires enforcement and reporting on these programs to demonstrate compliance.

SB 1383 aims to enhance air quality. It builds upon California's commitments to reduce greenhouse gas emissions and air pollution statewide. Short-lived climate pollutant emissions, including methane emissions, have been identified as one of five key climate change strategy pillars necessary to meet California’s target to reduce GHG emissions by 40 percent below the year 1990 levels by the year 2030 as established in SB 32 (Payley). SB 1383 supports California’s efforts to achieve the statewide 75% recycling goal by the year 2020 established by Assembly Bill 341 (Chesbro) and strengthens the implementation of mandatory commercial organic recycling established in Assembly Bill 1826 (Chesbro), currently in effect.

SB 1383 has a primary focus on recycling organic waste. It establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the year 2014 level by the year 2020 and a 75 percent reduction by 2025. It further requires that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025.

SB 1383 has a compliance timeline with several key implementation dates. The legislation takes effect and statewide enforcement begins on January 1, 2022. The legislation requires local governments to begin enforcement by January 1, 2024. At that time, jurisdictions must take action against non-compliant commercial entities or face daily fines of up to \$10,000 by the State of California. Further, starting January 1, 2025, 20 percent of edible food disposed must be recovered.

SB 1383 places several requirements on the City. The City must ensure organic waste collection service for all residential, commercial, and industrial properties. It must conduct outreach and education to all affected parties. The City must establish an edible food recovery program that recovers edible food from the waste stream. It must ensure commercial edible food generators have access to food recovery services. The City must also inspect and enforce compliance. Further, it must procure recycled organic waste products like compost, mulch, and diesel gas equivalent.

The South Gate Municipal Code requires an amendment to enable the City to incorporate and enforce the requirements of SB 1383 by January 1, 2022.

CalRecycle has oversight of SB 1383 and will oversee and monitor compliance by jurisdictions. They will perform jurisdiction review, joint inspections with jurisdictions and review implementation records. Jurisdictions are subject to penalties for non-compliance.

**ATTACHMENT:** Proposed Ordinance No. 2021-12-CC

GD:lc

**ORDINANCE NO. 2021-12-CC**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, ADDING A NEW TITLE 14 (WASTE HANDLING AND RECYCLING); REVISING SECTION 13.100.160 (AUTHORIZATION BY CITY COUNCIL AND RESOLUTION OF CONFLICTS) TO ADD NEW SUBSECTION C.23; DELETING IN THEIR ENTIRETY SECTIONS 13.100.220 THROUGH 13.100.390, INCLUSIVE, AND REPLACING THEM WITH THE REVISED VERSION THEREOF CONTAINED IN THE NEW TITLE 14 OF THE SOUTH GATE MUNICIPAL CODE**

**WHEREAS**, in 2016 Senate Bill 1383 was enacted, modifying state law with respect to short-lived climate pollutants, organic waste, landfills and other matters; and

**WHEREAS**, pursuant to that Senate Bill, in 2020 the California Department of Resources Recycling and Recovery (“CalRecycle”) enacted new state regulations, including those codified at Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“Chapter 12”); and

**WHEREAS**, the regulations set forth in Chapter 12 are binding upon the City of South Gate (the “City”) and require the City, not later than January 1, 2022, to “adopt enforceable ordinance(s), or similarly enforceable mechanisms that are consistent with the requirements of this Chapter, to mandate that organic waste generators, haulers, and other entities subject to the requirements of this Chapter that are subject to the [City’s] authority comply with the requirements of this Chapter”; and

**WHEREAS**, the City Council now wishes to adopt such ordinances in compliance with Chapter 12; and

**WHEREAS**, all of the City’s existing ordinances pertaining to recycling are currently codified at Chapters 13.100 and 13.200 of Title 13 of the City’s Municipal Code, a Title which is named “Franchises” and whose other ten chapters are devoted to franchises granted by the City; and

**WHEREAS**, while some of those existing recycling ordinances are appropriately codified in Title 13 because they pertain to franchises for the performance of recycling activities, others are unrelated to franchising and may lead those ordinances to be overlooked or misinterpreted; and

**WHEREAS**, in order to minimize that possibility, the City Council now wishes to consolidate its existing non-franchise-related recycling ordinances and the new ordinances required by Chapter 12 into a new Title 14 of the Municipal Code to be called “Waste Handling and Recycling”.

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

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

**SECTION 2.** The South Gate Municipal Code is hereby amended to add a new Title 14, which shall be called "Waste Handling and Recycling". Said new Title 14 contains Sections 14.01.010 through 14.06.17.040, the text of which is attached thereto as Exhibit "A" and incorporated herein by this reference.

**SECTION 3.** South Gate Municipal Code Section 13.100.160 is hereby revised to add new subsection C.23, which states:

23. Such additional requirements, conditions, policies and procedures required by Title 14 of this Municipal Code.

**SECTION 4.** Sections 13.100.220 through 13.100.390, inclusive, of the South Gate Municipal Code are deleted in their entirety and replaced with revised versions thereof contained in the new Title 14.

**SECTION 5.** All references herein to "this Ordinance" shall include the text set forth in Section 2 above and in Exhibit "A" attached hereto.

**SECTION 6.** If any Section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 7.** This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

[Remainder of page left blank intentionally.]

**SECTION 8.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of November 2021.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Al Rios, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Exhibit A**

**Title 14  
WASTE HANDLING AND RECYCLING**

**Chapter 14.01  
WASTE AND RECYCLABLES ON PUBLIC RIGHTS-OF-WAY**

**14.01.010 Litter**

A. Any person who deposits or causes to be deposited any solid waste or recyclable materials on the public right-of-way or on private property within public view, except in a container provided therefor as herein specified, shall immediately sweep up and remove the same.

B. Any person violating any provision of this Section shall be guilty of an infraction and shall be punishable as provided in Chapter 1.56 of Title 1 of this code.

*Source: former SGMC § 13.100.220, Ord. 1905 § 1 (Part), 8-11-92*

**14.01.020 Transfer of Loads on Public Streets**

No person shall transfer solid waste or recyclable materials from one collection vehicle to another on any public street or road unless such transfer is essential to the method of operation and is approved by the city manager or is necessary owing to mechanical failure or accidental damage to a vehicle.

*Source: former SGMC § 13.100.230, Ord. 1905 § 1 (Part), 8-11-92*

**Chapter 14.02  
RESIDENTIAL COLLECTION**

**14.02.010 Residential Collection – Mandatory Service**

Every residential householder shall utilize the services of the collector having the exclusive franchise therefor. No residential householder shall enter into an agreement for residential refuse or recyclable materials collection services with a vendor other than the exclusive franchisee.

*Source: former SGMC § 13.100.250, Ord. 1905 § 1 (Part), 8-11-92*

**14.02.020 Residential Collection – Disposal and Status of Solid Waste or Recyclable Materials**

A. Solid Waste. All solid waste collected by a collector shall be disposed of by the collector in accordance with all federal, state and local laws and regulations, including without limitation Chapter 3 of this Title 14.

B. Recyclable Materials. Upon placement at the residential curbside for collection, all recyclable materials shall become the property of the collector holding the exclusive franchise for residential collection services.

*Source: former SGMC § 13.100.260, Ord. 1905 § 1 (Part), 8-11-92*

**14.02.030 Residential Collection – Frequency**

The residential collector shall collect all solid waste and recyclable materials placed for collection in compliance with this Chapter from each occupied residential premises in accordance with a schedule which has been approved by the city manager. Said schedule shall identify the routes and days of pickup for each collection district established within the city. Unless otherwise approved by the city council, collection of solid waste shall take place no less than once each calendar week. Collection of recyclable materials shall take place no less than once each calendar week. Not more than seven days shall elapse between collections of solid waste collections, nor between collections of recyclable materials.

*Source: former SGMC § 13.100.270, Ord. 1905 § 1 (Part), 8-11-92*

**14.02.040 Residential Collection – Solid Waste Containers**

All solid waste containers (for organic waste, non-organic recyclables, and non-organic waste) shall be provided by and be the property of the collector in accordance with Chapter 14.06 of this Title 14. Residential householders and other residential generators shall not provide waste containers. No cardboard box or paper bag may be used as a container for solid waste.

*Source: former SGMC §§ 13.100.280 & 13.100.290, Ord. 1905 § 1 (Part), 8-11-92, as modified per 14 CCR §§ 18984 through 18984.3*

**14.02.050 Residential collection – Placement and Removal of Containers**

Every residential householder shall place each solid waste container and recycling container for collection at the curb in front of the premises, or at the curb at the side of the premises where the premises are adjacent to more than one street. When the premises are adjacent to a paved alley with a minimum width of fifteen feet, the residential householder shall place the container within two feet of the rear property line for collection. No person shall place any such container for collection more than twenty-four hours before collection is scheduled to commence in the district, or leave any such container at the place of collection after eight p.m. on the day of collection, or more than two hours after actual collection, whichever is later.

*Source: former SGMC § 13.100.300, Ord. 1905 § 1 (Part), 8-11-92*

#### **14.02.060 Residential Collection – Care of Containers**

Upon collection, all solid waste containers shall be replaced by the collector, upright, where found, with the lids replaced, and all recycling containers shall be replaced in an upright position, at the location where found by the collector.

*Source: former SGMC § 13.100.310, Ord. 1905 § 1 (Part), 8-11-92*

#### **14.02.070 Residential Collection – Special Collection Services**

The exclusive residential collector shall provide, upon request from a residential householder, special collection of solid waste, at such rates as may be approved by the city and at such times as may be agreed upon by the collector and the person requesting the service. If no agreement is reached, such special collections shall be provided as determined by the city manager.

*Source: former SGMC § 13.100.320, Ord. 1905 § 1 (Part), 8-11-92*

#### **14.02.080 Unauthorized Removal from Containers**

A. No person other than the collector which provides collection services at residential premises, or the residential owner or householder occupying the residential premises in or upon which a solid waste container or recyclable materials container is placed at curbside for collection, shall remove any material from such container.

B. Any person violating any provision of this Section shall be guilty of either a misdemeanor or an infraction as determined by law enforcement officers, and shall be punishable as provided in Chapter 1.56 of this code.

*Source: former SGMC § 13.100.240, Ord. 1905 § 1 (Part), 8-11-92*

### **Chapter 14.03 COMMERCIAL/INDUSTRIAL COLLECTION**

#### **14.03.010 Commercial/Industrial Exclusive Franchise**

A. All solid waste collected from commercial/industrial premises for a fee, service charge, or other consideration, shall be collected by a solid waste enterprise under the provisions of an exclusive franchise awarded by the city council (“franchised collector”), subject only to the terminable and revocable continuation rights of certain qualified collectors which, upon the effective date of this Chapter, are operating under nonexclusive franchise agreements, and which collectors have been given written notification as required by Public Resources Code Section 49520. As used in this Chapter 14.03, the term “solid waste enterprise” shall have the meaning defined in Public Resources Code Section 40193, which is as follows: any individual, partnership, joint venture, unincorporated private organization, or private corporation, which is regularly engaged in the business of providing solid waste handling services.



B. No person, firm, corporation or solid waste enterprise, other than those referenced in subsection A of this Section, shall negotiate or contract for, undertake to receive, collect or transport solid waste from within the city for a fee, service charge or other consideration therefor, except only as hereinafter specifically provided.

C. Except as otherwise provided in this Chapter 14.03, each commercial/industrial business owner shall utilize the services of the franchised collector for the collection of solid waste from the commercial/industrial premises held or occupied by such commercial/industrial business owner and shall pay for such services the fees approved by the city council. No commercial/industrial business owner shall enter into an agreement for solid waste handling services with any person, firm or corporation other than the franchised collector, except as otherwise provided in this Chapter.

D. Nothing in this Chapter shall prevent a commercial/industrial business which, as of the effective date of this Chapter, has its own program for recycling materials generated by such business, and not utilizing a commercial or industrial solid waste enterprise which provides collection services for a fee, service charge, or other consideration, from continuing such recycling program; provided, however, that the recyclable materials included in such program are excepted from the exclusive franchise between the city and the franchised collector, and provided further, that such recycling program is in accordance with the provisions of Section 13.100.190 hereof.

E. Notwithstanding the provisions of subsection B of this Section, certain solid waste enterprises that have been authorized by a nonexclusive franchise agreement to provide solid waste handling services for commercial/industrial premises in the city may continue to provide these services until the rights thereunder are terminated or revoked, or until such rights expire by virtue of the provisions of Section 49520 of the Public Resources Code. Such solid waste enterprises are hereinafter referred to as "excepted collectors."

F. The exclusive franchise of the franchised collector shall not preclude a commercial/industrial business served by such an excepted collector from continuing to use the solid waste handling services of such excepted collector until the rights of such excepted collector to operate in the city are terminated or revoked or have expired; provided, however, if the rights of an excepted collector to provide such services to a commercial/industrial business owner are terminated or revoked for any reason, or if they expire by virtue of Section 49520 of the Public Resources Code, said business owner shall not use the services of any collector other than the franchised collector.

*Source: former SGMC § 13.100.330, Ord. 1905 § 1 (Part), 8-11-92*

#### **14.03.020 Commercial/Industrial – Disposal and Status of Solid Waste.**

The commercial/industrial collector shall collect and dispose of all solid waste generated and presented for collection at each commercial/industrial premises in conformity with the provisions of this Chapter 14.03 and Chapters 14.05 and 14.06 of this Title 14. Any such collection and disposal shall be in accordance with all applicable federal, state, and local laws and regulations and any controlling franchise agreement between the collector and the city. All solid waste collected by a commercial/industrial collector shall be the exclusive property of said collector.

*Source: former SGMC § 13.100.340, Ord. 1905 § 1 (Part), 8-11-92*

#### **14.03.030 Commercial/Industrial – Frequency and Hours of Collection**

A. Frequency. The commercial/industrial collector shall collect solid waste from commercial/industrial premises on a schedule which is agreed upon between the commercial/industrial business owner and the collector. In no event shall such collection schedule permit the accumulation of solid waste in quantities detrimental to public health or safety.

B. Hours. No collection of solid waste from commercial/industrial premises within five hundred feet of occupied residential premises shall be made between the hours of six p.m. and seven a.m. on the next day. No collection shall be made on Sunday unless specifically authorized in writing by the city manager. Hours and days of collection shall be subject to the prior approval of the city manager.

*Source: former SGMC § 13.100.350, Ord. 1905 § 1 (Part), 8-11-92*

#### **14.03.040 Commercial/Industrial – Containers**

A. Except to the extent prohibited or restricted by Chapter 14.06, every commercial/industrial business served by the franchised collector shall have the option to:

1. Provide the necessary container or containers to accommodate solid waste generated from said commercial/industrial business, which containers shall be compatible with the franchised collector's collection equipment.

2. Use the standard commercial/industrial solid waste container or containers provided by the franchised collector, which containers are compatible with the franchised collector's collection equipment. Where a commercial/industrial business owner is served by an excepted collector, such excepted collector and business owner shall determine by private agreement who is to provide the container.

B. Every collector which provides any container or other equipment used for the storage of commercial/industrial solid waste shall:

1. Place and maintain on the outside of such container, bin or other equipment, in legible letters and numerals not less than one inch in height, said collector's business name and telephone number, in a color contrasting to the background color of the container;

2. Provide containers on casters or hasps or locks upon request by the commercial/industrial business owner; and

3. Otherwise comply with the container requirements of Chapter 14.06.

*Source: former SGMC § 13.100.360, Ord. 1905 § 1 (Part), 8-11-92*

#### **14.03.050 Commercial/Industrial – Maintenance and Placement of Containers**

Solid waste containers provided by the collector shall be maintained in a clean and sanitary condition by the collector. Solid waste containers which are not provided by the collector shall be maintained in a clean and sanitary condition by the commercial/industrial business owner. Every commercial/industrial business owner shall provide a solid waste container location on the commercial/industrial premises and shall keep said area in good repair, clean and free of refuse outside of the container. Every collector shall remove any solid waste or litter that is spilled or deposited on the ground as a result of the collector's emptying of the container or other activities of the collector.

*Source: former SGMC § 13.100.370, Ord. 1905 § 1 (Part), 8-11-92*

#### **14.03.060 Commercial/Industrial – Care of Containers**

Upon collection of solid waste by the collector, all containers shall be replaced, upright, where found, with the lids closed. No person other than the owner thereof shall in any way, break, damage, roughly handle or destroy containers owned by said commercial/industrial business owner.

*Source: former SGMC § 13.100.380, Ord. 1905 § 1 (Part), 8-11-92*

#### **14.03.070 Commercial/Industrial – Special Circumstances**

If Particular commercial/industrial business premises require collections at times, frequencies or in a manner such that the franchised collector is unable to perform said collection in the normal course of business, or where unusual quantities of solid waste or special types of material are to be collected and disposed of, or where special methods of handling are required, the collector and the commercial/industrial business owner may make arrangements for such collection on mutually agreeable terms. If the business owner and the franchised collector do not agree as to the methods for the service provided for in this Section, the city manager shall determine the method of service. If the franchised collector is unable or unwilling to provide such service, the city manager may authorize the business

*Source: former SGMC § 13.100.390, Ord. 1905 § 1 (Part), 8-11-92*

### **Chapter 14.04 DEMOLITION-RELATED RECYCLING**

#### **14.04.010 Purpose**

The purpose of the ordinance codified in this Chapter is to reduce landfill waste from construction and demolition debris pursuant to the California Integrated Waste Management Act of 1989 by diverting fifty percent of its materials by December 31, 2000.

*Source: former SGMC § 13.200.010, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.04.020 Definitions**

For the purposes of this Chapter 14.04, the words, terms and phrases as defined in this Section shall be construed as hereinafter set forth, unless it is apparent from the context that a different meaning is intended:

- A. "AB 939" means the California Integrated Waste Management Act, established pursuant to California Assembly Bill 939 enacted September 30, 1989.
- B. "Applicant" means any individual, firm, limited liability company, association, Partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits to undertake any construction, demolition, or renovation project within the city.
- C. "Approved C & D facility" means a facility for the processing of construction and demolition debris that has been approved by and has entered into a written agreement with the city.
- D. "Construction" means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.
- E. "Construction and demolition debris" means used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure.
- F. "Conversion rate" means the rate set forth in the standardized conversion rate table approved by the city pursuant to this Chapter for use in estimating the volume or weight of materials identified in a waste reduction and recycling plan.
- G. "Covered project" shall have the meaning set forth in Section 13.200.030(A) of this Chapter.
- H. "Deconstruction" means the selective dismantling or removal of materials from buildings before or instead of demolition.
- I. "Demolition" means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.
- J. "Diversion requirement" means the diversion of at least fifty percent of the total construction and demolition debris generated by a project via reuse or recycling, unless the applicant has been granted an impossibility exemption pursuant to Section 13.200.080 of this Chapter, in which case the diversion requirement shall be the maximum feasible diversion rate established by the WRRP compliance official for the project.

- K. “Divert” means to use materials for any purpose other than disposal in a landfill or transformation facility.
- L. “Noncovered project” shall have the meaning set forth in Section 13.200.030(A) of this Chapter.
- M. “Project” means any activity which requires an application for a building or demolition permit or any similar permit from the city.
- N. “Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- O. “Renovation” means any change, addition, or modification to any existing structure.
- P. “Reuse” means further or repeated use of construction or demolition debris.
- Q. “Salvage” means the controlled removal of construction or demolition debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.
- R. “Waste reduction and recycling plan”, or “WRRP,” means a completed WRRP form pertaining to a covered project, submitted by an applicant pursuant to Section 14.04.050 for the city’s approval.
- S. “WRRP compliance official” means the director of community development or the designated staff person(s) authorized and responsible for implementing this Chapter.

*Source: former SGMC § 13.200.020, Ord. 2192 § 1 (Part), 5-24-05*

**14.04.030 Threshold for Covered Project**

- A. Private Projects. All construction, demolition, and renovation projects within the city the total costs of which are, or are projected to be, greater than or equal to fifty thousand dollars or are one thousand square feet or greater (“covered projects”) shall comply with this Chapter 14.04. Failure to comply with any of the terms of this Chapter shall subject the project applicant to the full range of enforcement mechanisms set forth in Section 14.04.090 of this Chapter.
- B. City-Sponsored Projects. All city-sponsored construction, demolition, and renovation projects, shall be considered “covered projects” for the purposes of this Chapter.
- C. Compliance as a Condition of Approval. Compliance with the provisions of this Chapter shall be listed as a condition of approval on any building or demolition permit issued for a covered project.

*Source: former SGMC § 13.200.030, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.04.040 Compliance Procedures for Covered Projects**

A. An applicant for a permit for a covered project may elect to comply with the requirements of this Chapter by following one of the two procedures specified below:

1. An applicant for a permit may arrange for delivery of all construction and demolition debris to an approved C & D facility. To exercise this option, the applicant must produce a written agreement for services with the approved C & D facility concurrently with submittal of the permit application. The selection of this option will exempt the applicant from the requirement to submit a waste reduction and recycling plan, but will not eliminate the need for submittal of diversion performance security.

2. An applicant for a permit may submit a waste reduction and recycling plan for review and approval pursuant to Section 14.04.050, unless an exemption is granted pursuant to Section 14.04.110 of this Chapter.

*Source: former SGMC § 13.200.040, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.04.050 Submission of Waste Reduction and Recycling Plan**

A. WRRP Forms. Except for those applicants described in Section 14.04.040(A)(1) of this Chapter, applicants for building or demolition permits involving any covered project shall complete and submit a waste reduction and recycling plan, on a WRRP form approved by the city for this purpose as Part of the application packet for the building or demolition permit. The completed WRRP shall indicate all of the following:

1. The estimated volume or weight of project C & D debris, by materials type, to be generated;
2. The maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling;
3. The vendor or facility that the applicant proposes to use to collect or receive that material; and
4. The estimated volume or weight of C & D materials that will be landfilled; and
5. Any special or specific activities that the applicant will use to comply with the provisions of this Section.

B. City Projects. All city-sponsored projects pertaining to construction, renovation and/or demolition under the conditions in Section 14.04.030(B) of this Chapter will be required to submit the WRRP form to the recycling coordinator or the designated person authorized in the data collection for AB 939 reporting. City projects are required to implement this ordinance in the detail for job specifications.

C. Calculating Volume and Weight of Debris. In estimating the volume or weight of materials identified in the WRRP, the applicant shall use the standardized conversion rates approved by the city for this purpose.

D. Deconstruction. In preparing the WRRP, applicants for building or demolition permits involving the removal of all or Part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage prior to landfilling.

*Source: former SGMC § 13.200.050, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.04.060 Review of Waste Reduction and Recycling Plan**

A. Approval. Notwithstanding any other provision of this code, no building or demolition permit shall be issued for any covered project unless and until the WRRP compliance official has approved the WRRP. Approval shall not be required, however, where an emergency demolition is required to protect public health or safety, the WRRP compliance official shall only approve a WRRP if he or she first determines that all of the following conditions have been met:

1. The WRRP provides all of the information set forth in Section 14.05.040 of this Chapter; and
2. The WRRP indicates that at least fifty percent of all C & D debris generated by the project will be diverted.

If the WRRP compliance official determines that these three conditions have been met, he or she shall mark the WRRP "Approved," return a copy of the WRRP to the applicant, notify the building division that the WRRP has been approved, and send a copy to the recycling coordinator or the designated person authorized in the data collection for AB 939 annual reporting.

B. Nonapproval. If the WRRP compliance official determines that the WRRP is incomplete or fails to indicate that at least fifty percent of all C & D debris generated by the project will be reused or recycled, he or she shall either:

1. Return the WRRP to the applicant marked "Denied," including a statement of reasons, and so notify the building division, which shall then immediately stop processing the building or demolition permit application; or
2. Return the WRRP to the applicant marked "A Further Explanation Required" including a statement of reasons, and so notify the building division, which shall then immediately stop processing the building or demolition permit application.

*Source: former SGMC § 13.200.060, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.04.070 Diversion Performance Security**

An applicant for a permit for a covered project must submit with the permit application a diversion performance deposit to guarantee compliance with the diversion requirements of the Chapter. The deposit must be in the form of cash or a cash equivalent, such a certified check or cashier's check. The amount of the performance security for individual projects or classes of projects will be established by resolution of the city council. The WRRP compliance official may, in the exercise of reasonable discretion, reduce the deposit for a covered project if it is determined that the amount of the required deposit is not commensurate with the volume of construction and demolition debris that is expected to be generated by a covered project.

*Source: former SGMC § 13.200.070, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.04.080 Use of Diversion Performance Deposits**

A. Diversion performance deposits received will be deposited in a special account to be used only for the following purposes:

1. The payment of refunds of diversion performance deposits;
2. The payment of costs incurred in administering the activities set forth in this Chapter 14.04; and
3. The development and implementation of additional policies and programs that are approved by the city council to promote the diversion of construction and demolition debris.

*Source: former SGMC § 13.200.080, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.04.090 Compliance – Projects Using Approved C & D Facility**

Within (30) thirty days after the completion of any covered project, the applicant shall submit to the WRRP compliance official all weight tickets issued by the approved C & D facility, and a certification under oath that all construction and demolition debris generated was delivered to the approved C & D facility. The form of the certification will be developed by the WRRP compliance official. Upon submittal and review of the documentation by the WRRP compliance official, the diversion performance security will be refunded to the applicant. In the event of noncompliance, the city may withhold all or Part of the performance security, based on the determination of the WRRP compliance official as to the extent of noncompliance.

*Source: former SGMC § 13.200.090, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.04.100 Compliance – Projects Submitting Waste Reduction and Recycling Plans.**

A. Documentation. Within thirty (30) days after the completion of any covered project, the applicant shall submit to the WRRP compliance official documentation that it has met the diversion requirement for the project. The diversion requirement shall be that the applicant has diverted at least fifty percent of the total C & D debris generated by the covered project via reuse or recycling, unless the applicant has been granted an exemption pursuant to Section 14.04.110



of this Chapter, in which case the diversion requirement shall be the maximum feasible diversion rate established by the WRRP compliance official for the project. This documentation shall include all of the following:

1. Receipts from the vendor or facility which collected or received each material showing the actual weight or volume of that material;
2. A copy of the previously approved WRRP for the project adding the actual volume or weight of each material diverted and landfilled;
3. Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with this Chapter.

B. Weighing of Wastes. Applicants shall make reasonable efforts to ensure that all C & D debris diverted or landfilled are measured and recorded using the most accurate method of measurement available. To the extent practical, all C & D debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C & D debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements by weight, the applicant shall use the standardized conversion rates approved by the city for this purpose.

C. Determination of Compliance and Release of Performance Security. The WRRP compliance official shall review the information submitted under subsection (C)(2) of this Section and determine whether the applicant has complied with the diversion requirement, as follows:

1. Full Compliance. If the WRRP compliance official determines that the applicant has fully complied with the diversion requirement applicable to the project, he or she shall receive the WRRP "Approved," return a copy of the WRRP to the applicant, notify the building division that the WRRP has been approved, and send a copy to the recycling coordinator or the designated person authorized in the data collection for AB 939 annual reporting. The performance security will be refunded to the applicant.

2. Good Faith Effort to Comply. If the WRRP compliance official determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply with this Chapter 14.04. In making this determination, the WRRP compliance official shall consider the availability of markets for the C & D debris landfilled, the size of the project, and the documented efforts of the applicant to divert C & D debris. If the WRRP compliance official determines that the applicant has made a good faith effort to comply with this Chapter, he or she shall receive the WRRP "Approved," return a copy of the WRRP to the applicant, notify the building division that the WRRP has been approved, and send a copy to the recycling coordinator or the designated person authorized in the data collection for AB 939 annual reporting. The performance security will be refunded to the applicant.

3. Noncompliance. If the WRRP compliance official determines that the applicant has not made a good faith effort to comply with this Chapter, or if the applicant fails to submit the documentation required by subsection A of this Section within the required time period, the applicant will be deemed to be in violation of this Chapter for failure to comply with its requirements. The city may withhold all or Part of the performance security, based on the determination of the WRRP compliance official as to the extent of noncompliance.

*Source: former SGMC § 13.200.100, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.04.110 Exemption of Waste Reduction and Recycling Plan**

A. Application. If an applicant for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time that he or she submits the WRRP required under Section 14.04.040 above. The applicant shall indicate on the WRRP the maximum rate of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the diversion requirement.

B. Meeting with WRRP Compliance Official. The WRRP compliance official shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement.

C. Granting of Exemption. If the WRRP compliance official determines that it is infeasible for the applicant to meet the diversion requirement due to unique circumstances, he or she shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the WRRP submitted by the applicant. The WRRP compliance official shall return a copy of the WRRP to the applicant marked "Approved for Exemption" and shall notify the building division that the WRRP has been approved.

D. Denial of Exemption. If the WRRP compliance official determines that it is possible for the applicant to meet the diversion requirement, he or she shall so inform the applicant in writing. The applicant shall have thirty days to resubmit a WRRP form in full compliance with Section 14.04.040 above. If the applicant fails to resubmit the WRRP, or if the resubmitted WRRP does not comply with Section 14.04.040 of this Chapter, the WRRP compliance official shall deny the WRRP in accordance with Section 14.04.060 of this Chapter.

*Source: former SGMC § 13.200.110, Ord. 2192 § 1 (Part), 5-24-05*

#### **14.05.120 Enforcement**

The director of community development, or his or her designee, is authorized to enforce Sections 14.04.030 through 14.04.110 of this Chapter 14.04 as follows:

A. Any violation of the provisions of this Chapter, including the submittal of a false certification under Section 14.04.090 of this Chapter, shall constitute as a misdemeanor and shall be punishable pursuant to Section 1.56.040 of the municipal code.

B. The penalties and remedies established by this Chapter are not exclusive, and nothing in this Chapter shall preclude any person from seeking any other remedies, penalties, or procedures provided by law.

C. Enforcement pursuant to this Section shall be undertaken by the city through its director of community development and/or the city attorney.

*Source: former SGMC § 13.200.120, Ord. 2192 § 1 (Part), 5-24-05*

**14.04.130 Designation of approved C & D facilities.**

The WRRP compliance official is authorized to enter into a written agreement with one or more construction and demolition debris processing facilities, ensuring that the facility can meet or exceed the diversion goals set forth in this Chapter, as well as providing appropriate insurance and indemnification as may be recommended by the city attorney. Upon execution of such an agreement, the facility will be designated by the city as an approved C & D facility.

*Source: former SGMC § 13.200.120, Ord. 2192 § 1 (Part), 5-24-05*

**Chapter 14.05  
GREEN BUILDING STANDARDS  
AND RECYCLING OF ORGANIC WASTE**

**14.05.010 Purpose**

The purpose of the ordinances codified in this Chapter 14.05 is to comply with the provisions of Chapters 12.8 (Recycling of Commercial Solid Waste) and 12.9 (Recycling of Organic Waste) of Part 3 of Division 30 of California's Public Resources Code, which were added by Assembly Bill 341 (October 5, 2011) and Assembly Bill 1826 (September 28, 2014), respectively.

*Statutory Reference: Public Resources Code §§ 42649.1 through 42649.7 and 42649.8 through 42649.87*

**14.05.010 Definitions**

For the purposes of this Chapter 14.05, the words, terms and phrases as defined in this Section shall be construed as hereinafter set forth, unless it is apparent from the context that a different meaning is intended:

A. Business. "business" means (i) a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or (ii) a multifamily residential dwelling.

B. Commercial Solid Waste. "commercial solid waste" means all types of solid wastes generated by stores, offices and other commercial sources, excluding residences, and excluding industrial wastes.

C. Organic Waste. "organic waste" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

D. Self-Haul. "self-haul" means to act as a self-hauler.

E. Self-Hauler. "self-hauler" means a business that hauls its own waste rather than contracting for that service.

F. Waste Generator. "waste generator" means (i) a business (other than a multifamily residential dwelling) operating in the City of South Gate that generates more than four (4) cubic yards of commercial solid waste per week, and (ii) a multifamily residential dwelling of five units or more.

*Statutory Reference: Public Resources Code §§ 42649.1 & 42649.8*

#### **14.05.020 Commercial Solid Waste Recycling**

A. A business that is a waste generator shall arrange for recycling services consistent with this Section 14.05.020 by taking at least one of the following actions:

1. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements (which must comply with the requirements of this Title 14) for the pickup of recyclable materials. A waste generator that elects to self-haul shall obtain a self-hauling permit from the City and shall otherwise comply with the requirements of Section 13.100.420 above.

2. Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

B. A property owner of a multifamily residential dwelling may require tenants to source separate their recyclable materials to aid in compliance with this Section 14.05.020.

*Statutory Reference: Public Resources Code § 42649.2*

#### **14.05.030 Organic Waste Recycling**

A. A business that is a waste generator shall arrange for recycling services specifically for organic waste consistent with this Section 14.05.030. The requirements of this Section 14.05.030 shall be in addition to, and not instead of, the requirements of Section 14.05.020.

B. A business that is a waste generator shall take at least one of the following actions:

1. Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.

2. Recycle its organic waste onsite or self-haul its own organic waste for recycling. A waste generator that elects to self-haul shall obtain a self-hauling permit from the City and shall otherwise comply with the requirements of Section 13.100.420 above.
  3. Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.
  4. Make other arrangements consistent with any of the following: (a) a franchise granted by the City; (b) a contract, license, or permit to collect solid waste previously granted by the City; or (c) the existing right of a business to sell or donate its recyclable organic waste materials.
- C. A business that is a property owner may require a lessee or tenant of that property to source separate their organic waste to aid in compliance with this Section 14.05.030.
- D. A business generating organic waste which is subject to this Section 14.05.030 shall arrange for the recycling services required by this Section in a manner that is consistent with the requirements of this Title 14.
- E. The contract or work agreement between a business subject to this Section 14.05.030 and a gardening or landscaping service shall require that the organic waste generated by those services be managed in compliance with this Chapter 14.05. The "gardener's exclusion" set forth in Section 13.100.180 above is not intended to, and shall not, limit the applicability of this subsection E.
- F. A business that is a multifamily dwelling is not required to arrange for the organic waste recycling services specified in subsection B of this Section 14.05.030 for food waste that is generated by the business, except as otherwise required by this Title 14.

*Statutory Reference: Public Resources Code § 42649.81*

#### **14.05.040 Fees**

- A. The City may charge and collect a fee from a business that is a waste generator in order to recover the City's costs incurred in any or all of the following: (i) enforcing Section 14.05.020; (ii) creating, implementing, revising, replacing or administering the commercial solid waste recycling program which the City is obligated to implement pursuant to Public Resources Code Section 42649.3; and (iii) otherwise complying with the requirements of Chapter 12.8 (Recycling of Commercial Solid Waste) of Part 1 (Integrated Waste Management) of Division 30 (Waste Management) of California's Public Resources Code.
- B. In addition to the fee authorized by subsection A above, the City may also charge and collect a fee from a business that is a waste generator in order to recover the City's costs incurred in any or all of the following: (i) enforcing Section 14.05.030; (ii) creating, implementing, revising, replacing or administering the organic waste recycling program which the City is obligated to implement pursuant to Public Resources Code Section 42649.82 and (iii) otherwise complying with the requirements of Chapter 12.9 (Recycling of Organic Waste) of Part 1

(Integrated Waste Management) of Division 30 (Waste Management) of California's Public Resources Code.

*Statutory Reference: Public Resources Code §§ 42649.6 & 42649.85*

#### **14.05.050 Enforcement Provisions**

A. Each business that is a waste generator must, by March 15 of each year, report to the City (on forms approved by the City) information regarding that business' compliance with Sections 14.05.020 and 14.05.030. That report shall include information as to (i) how commercial solid waste and organic waste are being recycled; (ii) the types of commercial solid waste and organic waste being recycled; (iii) the yearly total amount, in pounds or tons, of commercial solid waste and organic waste being recycled; (iv) any other information reasonably requested by the City relative to the business' compliance with Sections 14.05.020 and 14.05.030; and (v) any relevant information otherwise required by Chapter 14.06.

B. Any business that has not submitted the report required under subsection A above by March 15 may be issued a warning by the City.

C. Any business that has not submitted the report required under subsection A above by April 1 may be issued a citation by the City. The citation will require payment by the business of a fine in an amount to be determined by the City.

D. Subsequent failures by a business to comply with the requirements of subsection A above may subject the business to additional fines and penalties, at such times and in such amounts as the City deems necessary to enforce compliance with the provisions of this Chapter 14.06.

E. In addition to the remedies set forth in subsections C and D above, the City shall have the right to take other actions which the City deems necessary to enforce a business' compliance with the provisions of this Chapter 14.05, including without limitation (i) revoking the business's self-hauling permit, if any, and/or (ii) enrolling the business in any commercial solid waste recycling program and/or any organic waste recycling program operated by the City, operated by a waste hauler franchised by the City, or operated by any other designee as that term is defined in Section 14.06.01.020 below.

*Statutory Reference: Public Resources Code §§ 42649.3(e) & 42649.82(e)(1)*

# Chapter 14.06 ORGANIC WASTE REDUCTIONS

## Part 1 Purpose and Definitions

### 14.06.01.010 Purpose

A. The purpose of the ordinances codified in this Chapter 14.06 is to comply – and to cause waste generators, waste haulers, solid waste facilities, and other entities to comply – with the organic waste reduction regulations adopted by the California Department of Resources Recycling and Recovery (otherwise known as CalRecycle) pursuant to Senate Bill 1383 (September 19, 2016), which regulations become effective January 1, 2022.

B. The City may designate a public or private entity to fulfill the City’s responsibilities under this Chapter 14.06. That designation may be made through any one or more of the following: (1) contracts with haulers or other private entities; or (2) agreements (such as Memoranda of Understanding, or MOUs) with other jurisdictions, entities, regional agencies (as defined in Public Resources Code section 40181.1) or other government entities, including environmental health departments.

C. Notwithstanding subsection B above, the City shall remain ultimately responsible for compliance with the requirements of this Chapter.

D. Nothing in this Chapter authorizes the City to delegate its authority to impose civil penalties, or to maintain an action to impose civil penalties, to a private entity.

E. If the City designates another entity as authorized by subsection B above, the City shall include copies of all agreements and contracts in the Implementation Record required by Section 14.06.01.14.020.

F. Subdivision B above sets forth the exclusive methods by which the City may designate a public or private entity to fulfill the City’s responsibilities under this Chapter. Nothing in this Section authorizes the City to require a public or private entity to fulfill the City’s obligations under this Chapter without designating the entity through a mechanism authorized in Subdivision B above.

*Regulatory Reference: SB 1383 (2016) and 14 CCR §§ 18981.1 and 18981.2*

### 14.06.01.020 – Definitions.

For the purposes of this Chapter 14.06, the words, terms and phrases as defined in this Section shall be construed as hereinafter set forth, unless it is apparent from the context that a different meaning is intended:

A. “Biosolids” means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Biosolids includes, but is not limited to, treated domestic septage and scum or solids removed in primary, secondary, or advanced wastewater treatment

processes. Biosolids includes the residue solids resulting from the co-digestion of anaerobically digestible material with sewage sludge. Biosolids does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during the preliminary treatment of domestic sewage in a treatment works.

B. “Blue container” means a container where either (1) the lid of the container is blue in color, or (b) the body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color.

C. “CalRecycle” means the California Department of Resources Recycling and Recovery.

D. “CCR” means the California Code of Regulations.

E. “City” means the City of South Gate.

F. “Commercial edible food generator” means a tier one or tier two commercial edible food generator. For purposes of this Chapter, food recovery organizations and food recovery services are not commercial edible food generators.

G. “Community composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4).

H. “Consolidation Site” means facilities or operations that receive solid waste for the purpose of storing the waste prior to transfer directly from one container to another or from one vehicle to another for transportation and which do not conduct processing activities. Consolidation activities include, but are not limited to, limited volume transfer operations, sealed container transfer operations, and direct transfer facilities.

I. “Designated source separated organic waste facility” means a solid waste facility that accepts a source separated organic waste collection stream and is either (a) a transfer/processor as defined in and meeting the requirements of 14 CCR Section 18982, Subsection (14.5)(A), or (2) a composting operation or composting facility as defined in and meeting the requirements of 14 CCR Section 18982, Subsection (14.5)(B).

J. “Designee” means an entity that the City contracts with or otherwise arranges to carry out any responsibilities of this Chapter, as authorized in Section 14.06.01.010, subsection B. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

K. “Digestate” means the solid and/or liquid material remaining after organic material has been processed in an in-vessel digester.

L. “Disaster” means a natural catastrophe such as an earthquake, fire, flood, landslide, or volcanic eruption, or, regardless of cause, any explosion, fire, or flood.



M. “Disaster debris” means nonhazardous solid waste caused by or directly related to a disaster.

N. “Food recovery” means actions to collect and distribute for human consumption food which otherwise would be disposed.

O. “Food recovery organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to (a) a food bank as defined in Section 113783 of the Health and Safety Code, (b) a nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code, and (c) a nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

P. “Food recovery service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery.

Q. “Generator” means a person or entity who creates waste or disposes of waste, whether such disposal occurs in a collection container provided by the City, by a hauler franchised by the City, or in any other manner or location within the City. Any person residing in the City, and any business operating in the City, is deemed to be a generator unless that person or business can prove that he, she or it does not create or dispose of any waste in the City.

R. “Green container” means a container where either (1) the lid of the container is green in color, or (b) the body of the container is green in color and the lid is either green, gray, or black in color. Hardware such as hinges and wheels on a green container may be any color.

S. “Gray container” means a container where either (1) the lid of the container is gray or black in color, or (b) the body of the container is entirely grey or black in color and the lid is either gray or black in color. Hardware such as hinges and wheels on a gray container may be any color.

T. “Hauler” means a person who collects material from a generator and delivers it to a reporting entity, end user, or destination outside of the State of California. “Hauler” includes public contract haulers, private contract haulers, food waste self-haulers, and self-haulers. A person who transports material from a reporting entity to another person is a transporter, not a hauler.

U. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 188154.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of fifty percent (50%) between January 1, 2022 and December 31, 2024, and seventy-five percent (75%) after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the “Mixed Waste Organic Collection Stream” as defined in 14 CCR Section 17402(a)(11.5).

V. "Implementation Record" means the collection of records demonstrating the City's compliance with this Chapter 14.06 which is required to be maintained pursuant to Section 14.06.14.020.

W. "Landfill disposal" means dispositions of organic waste in any location or by any method specified in subsection A of Section 14.06.02.010.

X. "Large event" means an event (including without limitation a sporting event or a flea market) that charges an admission price, or is operated by a local agency, and serves an average of more than two thousand (2,000) individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

Y. "Large venue" means a permanent venue facility that annually seats or serves an average of more than two thousand (2,000) individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter 14.06, a venue includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For the purposes of this Chapter 14.06, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

Z. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

AA. "Organic Waste Generator" means any generator who creates or disposes of organic waste.

BB "Performance-based source separated collection service" means a solid waste collection service that meets the requirements of Section 14.06.17.010, subsection A.

CC. "POTW" means publicly owned treatment works as defined by Section 403.(q) of Title 40 of the Code of Federal Regulations.

DD. "Prohibited container contaminants" means any of the following (but does not include organic waste specifically allowed for collection in a container that is required to be transported to a high diversion organic waste processing facility of thee waste is specifically identified as acceptable for collection in that container in a manner that complies with the requirements of Sections 14.06.03.020, 14.06.03.030 or 14.06.03.040): (1) non-organic waste placed in a green container that is part of an organic waste collection service provided pursuant to Section 14.06.03.020 or 14.06.03.030; (2) organic wastes that are carpet, hazardous wood waste, or non-compostable paper placed in the green container that is part of an organic waste collection service provided pursuant to Section 14.06.03.020 or 14.06.03.030; (3) organic wastes, placed in a gray container, that pursuant to Section 14.06.03.020 or 14.06.03.030; were intended to be collected separately in the green container or blue container; and (4) organic wastes placed in the blue container when those wastes were specifically identified in this Chapter 14.06 for collection

in the green container for recovery, provided, however, that paper products, printing and writing paper, wood, and dry lumber may be considered acceptable and not considered container contaminants if they are placed in the blue container.

EE. “Reporting entity” means a person who is required to register and report to CalRecycle, pursuant to 14 CCR Section 18815.3, regarding material handling activities pursuant to 14 CCR Sections 18815.4 through 18815.8, within the following reporting entity categories: (1) haulers; (2) transfer/processors; (3) recycling and composting facilities and operations; (4) disposal facilities; and (5) brokers and transporters.

FF. “Source separated organic waste” means organic waste that is placed in a container that is specifically intended for the separate collection of organic waste by the generator.

GG. “Three-container” means collection services provided pursuant to Section 14.06.03.020.

HH. “Tier one commercial edible food generators” means a commercial edible food generator that is one of the following: (1) a supermarket; (2) a grocery store with a total facility size equal to or greater than 10,000 square feet; (3) a food service provider; (4) a food distributor; or (5) a wholesale food vendor.

II. “Tier two commercial edible food generators” means a commercial edible food generator that is one of the following: (1) a restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet; (2) a hotel with an on-site food facility and 200 or more rooms; (3) a health facility with an on-site food facility and 100 or more beds; (4) a large venue; or (5) a large event.

JJ. “Two-container” means collection services provided pursuant to Section 14.06.03.030;

KK. “Uncontainerized green waste and yard waste collection service” and “uncontainerized service” each means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers source separated organic waste.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18982*

## **Part 2**

### **Landfill Disposal**

#### **14.06.02.010 – Landfill Disposal and Recovery**

A. The following dispositions of organic waste shall be deemed to constitute landfill disposal:

1. Final disposition at a landfill.
2. Use at a landfill as Alternative Daily Cover (as identified in 27 CCR Section 20690) or Alternative Intermediate Cover (as identified in 27 CCR Section 20700).

3. Any other disposition not listed in subsection B below.

B. Organic waste sent to one of the following facilities or operations, or used for one of the following activities, and not subsequently sent for landfill disposal, shall be deemed to constitute a reduction of landfill disposal:

1. An operation that qualifies as a "Recycling Center" as set forth in 14 CCR Section 17402.5(d) or is listed in 14 CCR Section 17402.5(c).

2. A "Compostable Material Handling Operation of Facility", as defined in 14 CCR Section 17852(a)(12), or small composting activities that would otherwise be excluded from that definition pursuant to 14 CDR Section 17855(a)(4), or community composting.

3. An "In-vessel Digestion Operation or Facility" as listed in 14 CCR Section 17896.5, or activities that would otherwise not be subject to the in-vessel digestion requirements pursuant to 14 CCR Section 17896.6.

4. A Biomass Conversion operation or facility as defined in Public Resources Code Section 40106.

5. Used as a soil amendment for erosion control, revegetation, slope stabilization, or landscaping at a landfill, when the material is used in a manner that complies with the following criteria:

(a) The material has been processed at a solid waste facility, as defined in Public Resources Code Section 40194; and

(b) The use shall be:

(i) Restricted to those organic wastes appropriate for the specific use and in accordance with engineering, industry guidelines or other standard practices specified in the Report of Disposal Site Information, as required by 27 CCR Section 21600(b)(6).

(ii) Restricted to quantities of solid wastes no more than necessary to meet the minimum requirements of the preceding paragraph.

(iii) Stored and handled in a manner to protect public health and safety and the environment, and control vectors, fires, odors, and nuisances.

(c) The material applied is never more than 13 inches in depth.

6. Land application, of compostable material consistent with 14 CCR Section 17852(a)(24.5), is subject to the following conditions on particular types of compostable material used for land application:

(a) Green waste or green material used for land application shall meet the definition of 14 CCR Section 17852(a)(21) and shall have been processed at a solid waste facility, as defined by Public Resources Code Section 40194.

(b) Biosolids used for land application shall:

(i) Have undergone anaerobic digestion or composting, as defined in Part 503, Title 40 of the Code of Federal Regulations, Appendix B, Sections (A)(1) and (A)(4), as amended August 4, 1999, which is hereby incorporated by reference; and

(ii) Meet the requirements in 14 CCR Section 17852(a)(24.5)(B)(6) for beneficial reuse of biosolids.

(c) Digestate used for land application shall:

(i) Have been anaerobically digested at an in-vessel digestion operation or facility, as described in 14 CCR Sections 17896.8 through 17896.13; and

(ii) Meet the land 14 CCR Section 17853(A)(24.5)A; and

(iii) Have obtained applicable approvals from the State and/or Regional Water Quality Control Board requirements.

7. Lawful use as animal feed, as set forth in Chapter 6 of the Food and Agricultural Code, commencing with Section 12901 et seq. and Title 3, Division 4, Chapter 2, Subchapter 2 commencing with Article 1, Section 2675 of the CCR.

8. Other operations or facilities with processes that reduce short-lived climate pollutants as determined in accordance with Section 14.06.02.020.

C. For the purposes of this Section, the term "landfill" includes permitted landfills, landfills that require a permit, export out of California for disposal, or any other disposal of waste as defined by Public Resources Code Section 40192(c).

D. For the purpose of this Section, edible food that would otherwise be disposed that is recovered for human consumption shall constitute a reduction of landfill disposal.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18983.1*

#### **14.06.02.020 – Determination of Technologies that Constitute a Reduction in Landfill Disposal**

For operations, facilities, or activities not expressly defined in Section 14.06.02.010 as reducing landfill disposal, the determination as to whether any particular processes or technologies

constitutes a reduction shall be made by CalRecycle following application for determination by the user of that process or technology pursuant to 14 CCR Section 18983.2.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18983.2*

**Part 3**  
**Organic Waste Collection Services**

**14.06.03.010 – Types of Organic Waste Collection Services.**

The City, either directly or through waste-hauling companies holding franchises from the City, shall provide organic waste collection services to residents, businesses and other persons or entities generating organic waste in the City. Such service may be provided by any combination of the methods identified in Sections 14.06.03.020, 14.06.03.030 and 14.06.03.040, in the City's discretion.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984*

**14.06.03.020 – Three-Container Organic Waste Collection Services.**

A. The City may implement a three-container organic waste collection service and provide each waste generator with a green container, a blue container and a gray container in accordance with 14 CCR § 18984.1.

1. The green container shall be used for the collection of organic waste only; provided, however, that compostable plastics may be placed in the green container as authorized by 14 CCR § 18984.1(a)(1)(A). Carpets, non-compostable paper, and hazardous wood waste shall not be collected in the green container. The contents of the green container shall be transported to a facility that recovers source-separated organic waste.

2. The blue container shall be used for the collection of non-organic recyclables only, but may include the following types of organic wastes: paper products, printing and writing paper; wood and dry lumber; and textiles. Hazardous wood waste shall not be collected in the blue container. The contents of the blue container shall be transported to a facility that recovers the materials designated for the blue container.

3. The gray container shall be for the collection of non-organic waste only. Hazardous wood waste shall not be collected in the gray container.

B. At the City's discretion, it may comply with this Section by providing a container or containers that are split or divided into segregated Sections, as long as the lids of the separate sections comply with the above referenced container color requirements and material limitations.

C. At the City's discretion, it may require additional segregation of source separated organic waste and provide additional containers or additional sections of split containers for that purpose as authorized by 14 CCR § 18984.1(a)(6).

D. At the City's discretion, the City may allow organic waste to be collected in the gray container in compliance with 14 CCR § 18984.1(c).

E. At the City's discretion, it may allow organic waste to be collected in plastic bags and placed in the green container in compliance with 14 CCR § 18984.1(d).

F. At the City's discretion, it may provide uncontainerized green waste and yard waste collection services in compliance with 14 CCR § 18984.1(e).

G. The City shall have the right to transport contents of containers to a consolidation site that complies with the requirements of 14 CCR § 17409.5.10.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.1*

#### **14.06.03.030 – Two-Container Organic Waste Collection Services.**

A. The City may implement a two-container organic waste collection service in accordance with 14 CCR § 18984.2. That service may involve providing each waste generator with either a green container and a gray container, or a blue container and a gray container.

B. If the City elects to provide a green container and a gray container, then:

1. Except as noted in paragraph B.2 below, the green container shall be limited to the collection of organic waste only, and the contents thereof shall be transported to a facility that specifically recovers source-separated organic waste.

2. Notwithstanding paragraph B.1 above, compostable plastics may be placed in the green container as authorized by 14 CCR § 18984.1(a)(1)(C), if the contents thereof are transported to compostable material handling operations or facilities or in-vessel digestion operations or facilities that have provided written notification annually to the City that the facility can process and recover that material.

3. The gray container allows for intentional comingling of all collected wastes, including organic waste that is not designated for collection in the green container, provided that the contents of the gray container are transported to a facility that meets or exceeds the organic waste content recovery requirements specified in 14 CCR § 18984.3.

C. If the City elects to provide a blue container and a green container, then:

1. The blue container is limited to the collection of non-organic recyclables only, but may include the following types of organic wastes: paper products; printing and writing paper; wood and dry lumber; and textiles. The contents of the blue container shall be transported to a facility that recovers the materials designated for collection in the blue container.

2. The gray container allows for intentional comingling of all collected wastes, including organic waste that is not designated for collection in the blue container, provided that the contents of the gray container are transported to a facility that meets or exceeds the organic waste content recovery requirements specified in 14 CCR § 18984.3.

D. The City shall clearly identify the types of wastes accepted in each container, and shall clearly identify which container shall be used for the collection of any unidentified materials.

E. At the City's discretion, it may comply with this Section by providing a container or containers that are split or divided into segregated sections, as long as the lids of the separate sections comply with the above referenced container color requirements and material limitations.

F. At the City's discretion, it may allow organic waste to be collected in plastic bags and placed in the green container in compliance with 14 CCR § 18984.2(e).

G. At the City's discretion, it may provide uncontainerized green waste and yard waste collection services in compliance with 14 CCR § 18984.2(f).

H. The City shall have the right to transport contents of containers to a consolidation site that complies with the requirements of 14 CCR § 17409.5.10.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.2*

#### **14.06.03.040 – Unsegregated Single-Container Collection Services**

A. The City may implement a single-container organic waste collection service and provide each waste generator with a single gray container, that allows for intentional comingling of all collected wastes, including organic wastes, provided that the contents of the gray container are transported to a high diversion organic waste processing facility

B. A facility shall not qualify as a high diversion organic waste processing facility if its annual average mixed waste organic content recovery rate is lower than that required by the definition of "high diversion organic waste processing facility" set forth in Section 14.06.01.020.U above for two consecutive quarterly reporting periods, or for three quarterly reporting periods within three years.

C. Notwithstanding subsection A above, the City shall have the right to transport contents of containers to a consolidation site that complies with the requirements of 14 CCR § 17409.5.10.

D. The City may allow organic waste specified for collection in the gray container to be placed in bags for collection.

E. At the City's discretion, it may provide uncontainerized green waste and yard waste collection services to generators within the City, as long as generators receiving that service are also provided with a collection service for the collection of other organic waste in a manner that complies with this Section.



**14.06.03.050 –Recordkeeping**

A. The City shall include in the Implementation Record a description of which collection method(s) it will use to comply with this Part 3, and the geographical area for each such collection method.

B. If the City uses a service that requires the contents of containers to be transported to a high diversion organic waste processing facility, the City shall also include in the Implementation Record (1) a list of all high diversion organic waste processing facilities used by the City, (2) a list of all haulers approved by the City that are allowed to take organic waste to the City's identified high diversion organic waste processing facility or facilities, and (3) the geographical area each such hauler serves, the routes serviced, or a list of addresses served.

C. If the City allows compostable plastics to be placed in the green container pursuant to Sections 14.06.03.020 or 14.06.03.030 above, the City shall include in the Implementation Record a copy of written notification received from each facility serving the City indicating that the facility recovers that material.

D. If the City allows organic waste to be collected in plastic bags pursuant to Sections 14.06.03.020 or 14.06.03.030 above, the City shall include in the Implementation Record a copy of written notification received from each facility serving the City indicating that the facility can process and remove plastic bags when it recovers source separated organic waste.

**14.06.03.060 – Container Contamination Minimization (Misuse of Containers, and City Monitoring of Same)**

A. Generators are prohibited from placing into any container provided pursuant to Sections 16.06.03.020 (three-container systems) or 16.06.03.030 (two-container systems) any item which is not allowed to be placed in that container by those Sections. The City shall monitor compliance with this paragraph A by either or both of the methods identified in subsections B and C below.

B. The City may conduct a route review for prohibited container contaminants on containers in a manner that results in all hauler routes being reviewed annually. Containers may be randomly selected along a hauler route, but not every container on a hauler route need be sampled annually. Upon finding prohibited container contaminates in a container, the City shall notify the generator of the violation. The notice shall include information regarding the generator's requirement to properly separate materials into the appropriate containers, and may include photographic evidence of the violation. The notice may be left on the generator's container, gate, or door at the time the violation occurs, and/or may be mailed, e-mailed, or electronically messaged to the generator. The City may dispose of the contents of a container which contains prohibited container contaminants. The City may, in its discretion, impose administrative civil penalties on generators in violation of paragraph A above.

C. Where the City implements a three-container or two-container service, the City may conduct waste evaluations which shall be done at least twice per year in two distinct seasons of the year. Where the City implements a performance-based source separated collection service, the City may conduct waste evaluations which shall be done at least twice per year for the blue and green containers and once per quarter for the gray container.

1. Regardless of the method implemented each waste evaluation shall include samples of each container type served by the City shall include samples taken from different areas in the City that are representative of the City's waste stream.

2. The waste evaluations shall include at least the following minimum number of samples from the hauler routes included in the studies: at least 25 samples for routes with less than 1,500 generators; at least 30 samples for routes with 1,500-3,999 generators; at least 35 samples for routes with 4,000-6,999 generators; and at least 40 samples for routes with 7,000 or more generators.

3. All material collected for sampling will be transported to a sorting area at a permitted solid waste facility where the presence of prohibited container contaminants for each container type is measured to determine the ratio of prohibited container contaminants present in each container type by weight. To determine the ratio of prohibited container contaminants, the city shall use the following protocol: (a) take one sample of at least 200 pounds from the material collected from each container stream (that is, the blue, green and gray containers) for sampling; (b) the 200 pound sample shall be randomly selected from different areas of the pile of collected material for that container type; (c); for each 200 pound sample, the prohibited container contaminants will be removed and weighed; and (d) the ratio of prohibited container contaminants in the sample shall be determined by dividing the total weight of prohibited container contaminants by the total weight of the sample.

4. If the sampled weight of prohibited container contaminants exceeds twenty-five percent (25%) of the measured sample for any container type, the City shall either (a) notify all generators on the sampled hauler routes of their requirement to properly separate materials into the appropriate containers; or (b) perform a targeted route review of containers on the routes sampled for waste evaluations to determine the sources of contamination and notify those generators of their obligation to properly separate materials.

5. The notices delivered pursuant to the preceding subsection C.4 may be placed on the generator's container, gate or door, or delivered by mail, e-mail, or electronic message.

D. If the City implements a performance-based source separated collection service, it shall notify CalRecycle within 30 days of finding prohibited container contaminants in the gray container collection stream that exceed twenty-five percent (25%) of the measured sample by weight in each of two consecutive waste evaluations performed on gray containers.

E. If the City implements a performance-based source separated collection service, it shall, upon request, allow a representative of CalRecycle to oversee the City's next scheduled quarterly sampling of the gray container.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.5*

#### **14.06.03.070 – Recordkeeping Requirements for Container Contamination Minimization**

The City shall include in the Implementation Record the following information and documents to demonstrate its compliance with Section 14.06.03.060: (1) a description of the City's process for determining the level of container contamination; (2) documentation of route reviews conducted, if applicable; (3) if applicable, documentation of waste evaluations performed, including information on targeted route reviews conducted as a result of the studies; that documentation shall at a minimum include the dates of the studies, the location of the solid waste facility where the study was performed, routes source sector (e.g. commercial or residential), number of samples, weights, and ration of prohibited container contaminants and the total sample size; (4) copies of all notices issued to generators with prohibited container contaminants; and (5) documentation of the number of containers where the contents were disposed due to observation of prohibited container contaminants.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.6*

#### **14.06.03.080 – Delayed Replacement of Functional Containers**

The City's requirement to provide color-coded containers pursuant to this Chapter 14.06 shall not require the City to immediately replace functional containers purchased prior to January 1, 2022, even if those do not comply with the color requirements of this Chapter 14.06. Those functional containers need not be replaced until the end of their useful life, or January 1, 2036, whichever comes first.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.7*

#### **14.06.03.090 – Container Labeling Requirements**

Commencing January 1, 2022, the City shall cause a label to be placed on each new container or lid provided to generators consistent with the applicable container collection requirements and limitations of this Chapter 14.06, specifying what materials are allowed to be placed in each container and clearly indicating the primary items that are prohibited container contaminants for each container. The City may comply with this Section by (1) placing labels on containers that include language or graphic images or both that indicate the primary materials accepted and the primary materials prohibited in that container, or (2) providing containers with imprinted text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that container. The City may comply with this Section by using model labeling provided by CalRecycle.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.8*

**14.06.03.100 – Requirements for Residents, Businesses and Other Organic Waste Generators**

A. Organic waste generators shall comply with the provisions of this Chapter 14.06 and the City's requirements with respect thereto by either (1) subscribing to and complying with the organic waste collection service provided by the City, or (2) self-hauling organic waste as required by this Chapter 14.06. Commercial/industrial organic waste generators who choose to self-haul must also obtain a self-hauling permit issued by the City pursuant to Section 13.100.420 above.

B. Generators that are commercial businesses, except for multifamily residential dwellings, shall also:

1. provide containers for the collection of organic waste and non-organic recyclables in all areas where disposal containers are provided for customers, except for restrooms. Those containers shall have either (a) a body or lid that conforms to the container colors provided through the City's organic waste collection service, or (b) container labels that comply with the requirements of Section 14.06.03.080 above.

2. prohibit their employees from placing organic waste in a container not designated to receive organic waste pursuant to this Chapter 14.06.

C. Nothing in this Section prohibits a generator from preventing or reducing waste generation managing organic waste on site, or using a community composting site.

D. A commercial business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Chapter 14.06 prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

E. If a business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in areas where disposal containers are provided for customers.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.9*

**14.06.03.110 – Additional Responsibilities of Commercial Business Owners**

A. Commercial businesses shall provide or arrange for organic waste collection services consistent with this Chapter 14.06 and related city requirements, both as to the businesses themselves and their on-site employees, contractors, tenants, and customers. Without limiting the generality of the foregoing, this includes supplying and allowing access to an adequate number, size, and location of containers with sufficient labels or container color.

B. Commercial businesses shall annually provide information to employees, contractors, tenants, and customers about organic waste recovery requirements and about proper sorting of organic waste. Commercial landlords shall provide such information to each new tenant not later than 14 days after the tenant occupies the premises.

C. Commercial businesses shall provide or arrange for access to their properties during all inspections conducted pursuant to Part 14 of this Chapter 14.06.

D. Nothing in this Section authorizes a City representative to enter the interior of a private residential property.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.10*

#### **14.06.03.120 – Waivers Granted by City**

The City reserves the right (which cannot be delegated to a private entity) to grant one or more of the following types of waivers to generators of organic waste:

A. De minimus waivers: the City may waive a commercial business' obligation to comply with some or all of the organic waste requirements of this Chapter 14.06 if the business provides documentation (or if the City otherwise has evidence) demonstrating *either* that (1) the business' total solid waste collection service is two cubic yards or more per week and organic waste subject to collection in a blue container or a green container comprises less than twenty (20) gallons per week per applicable container of the business' total waste; *or* (2) the business' total solid waste collection service is less than two cubic yards per week and organic waste subject to collection in a blue container or green container comprises less than 10 gallons per week per applicable container of the business' total waste. The City shall from time to time verify that the business' organic waste generation meets those thresholds. If the City obtains information that a commercial business which has received a de minimus waiver is exceeding those organic waste thresholds, the City shall rescind the waiver.

B.. Physical space waivers. The City may waive a commercial business' or property owner's obligation to comply with some or all of the organic waste collection service requirements of this Chapter 14.06 if the business or owner provided documentation (or if the City otherwise has evidence from its staff, a hauler, a licensed architect, or a licensed engineer) demonstrating that the premises lack adequate space for any of the organic waste container configurations allowed under Sections 14.06.03.020 and 14.06.03.030.

C. Collection Frequency waivers: The City may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to a three-container or two-container organic waste collection service to arrange for the collection of solid waste in a blue container, a gray container, or both once every fourteen (14) days, provided that the City or its authorized hauler demonstrates to the local enforcement agency (as defined in Public Resources Code Section 40130) that less frequent collection is required and will not cause receiving sold waste facilities, operations, or both to be in violation of applicable state minimum standards, all pursuant to 14 CCR Section 18984.11(a)(3)(A)(1). Pursuant to Public Resources Code Section 40130, 43202 and 43203, the "local enforcement agency" shall generally be designated by the City Council and certified by CalRecycle; if no such agency is so designated or certified, CalRecycle will generally act as the local enforcement agency.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.11*

### **14.06.03.130 – Waivers Available From CalRecycle**

The City reserves the right to seek, from CalRecycle, waivers of organic waste collection service requirements, pursuant to 14 CCR Section 18984.12 or otherwise, if and to the extent such waivers become available to the City and/or to generators within the City.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.12*

### **14.06.03.140 – Other Exemptions from Compliance with this Chapter**

A. **Emergency Processing Facility Temporary Equipment or Operational Failure Waivers:** If the facility processing the City's organic waste notifies the City that unforeseen operational restrictions have been imposed upon the facility by a regulatory agency or that an unforeseen equipment or operational failure will temporarily prevent the facility from processing and recovering organic waste, the City may allow the organic waste stream transported to that facility to be deposited in a landfill or landfills for up to 90 days from the date of the restriction or failure. In that even, the City shall notify CalRecycle within 10 days of a waiver decision. Such notice shall include a description of the equipment failure or operational restriction that occurred at the facility, the period of time that the City will allow the organic waste stream to be deposited in a landfill or landfills, and the Recycling and Disposal Reporting System Number of the facility that experienced the temporary equipment or operational failure preventing it from receiving some or all of the City's waste.

B. **Disaster and Emergency Waivers:** The City may submit a request to CalRecycle for a waiver for the landfill disposal of disaster debris that cannot be diverted pursuant to 14 CCR Section 17210(e), if a waiver or waivers have been granted pursuant to 14 CCR Sections 17210.4 and 17210.9. If CalRecycle grants a waiver pursuant to this paragraph, the provisions of this Chapter shall not apply to such disaster debris for the period of the waiver.

C. **Sediment Exclusion:** The City may dispose of sediment debris removed from dams, culverts, reservoirs, channels and other flood control infrastructure if the material is subject to a waste discharge requirement issued by the regional water quality control board that requires the average organic content of the debris to be less than five percent (5%).

D. **Homeless Encampments and Illegal Disposal Sites:** The City is not required to separate or recover organic waste that is removed from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety. If the total amount of solid waste removed for landfill disposal pursuant to this paragraph is expected to exceed 100 tons annually, the City shall record the amount of material removed.

E. **Quarantined Materials:** the City may dispose of specific types of organic waste that are subject to quarantine and that meet the following requirements: (1) the organic waste is generated from within the boundaries of an established interior or exterior quarantine area defined by the California Department of Food and Agriculture for that type of organic waste; (2) the California Department of Food and Agriculture or the County Agricultural Commissioner determines that the organic waste must be disposed of at a solid waste landfill and the organic waste cannot be safely recovered through any of the recovery activities identified in Part 2 of this Chapter 14.06; and (3) the City retains a copy of the California Department of Food and

Agriculture approved compliance agreement from each shipment stating that the material must be transported to a solid waste landfill operating under the terms of its own compliance agreement for the pest or disease of concern.

F. Federal exemptions: this Chapter 14.06 shall not apply to organic waste that federal law explicitly requires to be managed in a manner that constitutes landfill disposal.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.13*

#### **14.06.03.150 – Recordkeeping Requirements for Waivers and Exemptions**

The City shall include the following information and documents in the Implementation Record:

A. A copy of all correspondence received from a facility that triggered a Processing Facility Temporary Equipment or Operational Failure Waiver and documentation setting forth the date of issuance of the waiver, the timeframe for the waiver, and the locations or routes affected by the waiver.

B. A description of the City's process for issuing waivers and frequency of inspections by the City to verify the validity of waivers.

C. A copy of all de minimis waivers, including the location, date issued, and name of generators.

D. A copy of all physical space waivers, including the location, date issued, and name of generators.

E. A copy of all collection frequency waivers, including the location, date issued, and name of generators.

F. A record of the amount of sediment debris that is disposed pursuant to Section 14.06.03.013(C) on an annual basis.

G. A record of the amount of solid waste removed from homeless encampments and illegal disposal sites as part of an abatement activity if the total amount of material removed exceeds 100 tons.

H. A copy of all compliance agreements for quarantined organic waste that is disposed, including the name of generator, date issued, location of final disposition, and the amount of organic waste that was required to be disposed at a solid waste landfill.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18984.14*

**Part 4**  
**Education and Outreach**

**14.06.04.010 – Organic Waste Recovery Education and Outreach**

A. Prior to February 1, 2022, and annually thereafter, the City shall provide the following information to organic waste generators that are provided an organic waste collection service pursuant to Part 3 of this Chapter 14.06:

1. Information on the organic waste generator's requirements to properly separate materials in appropriate containers pursuant to this Chapter 14.06.
2. Information on methods for the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting and any other local requirements regarding organic waste.
3. Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery the organic waste collection service uses.
4. Information regarding how to recover organic waste and a list of approved haulers.
5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste.
6. Information regarding programs for the donation of edible food.
7. Information regarding self-hauling requirements.

B. If the City provides an unsegregated single container collection service to any organic waste generators, then the City shall not be required to provide the information in paragraph A above to those organic waste generators, but shall provide them with information indicating that organic waste is being processed at a high diversion organic waste processing facility.

C. The City may comply with the requirements of this Section by providing the required information through print or electronic media. The City may, in addition, conduct outreach through direct contact with generators through workshops, meetings, or on-site visits.

D. The City may comply with the requirements of this Section through use of a designee.

E. The City shall translate educational materials required by this Chapter 14.06 into any non-English language that the City determines is spoken by a substantial number of the public to whom the City provides organic waste collection services.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18985.1*



#### **14.06.04.020 – Edible Food Recovery Education and Outreach**

A. Prior to February 1, 2022, the City shall develop a list of food recovery organizations (which list need not include temporary food facilities) and food recovery services operating within the City, and shall maintain that list on the City's website. The list shall include, at a minimum, the following information about each food recovery organization and each food recovery service: (1) name and physical address, (2) contact information, (3) collection service area, and (4) an indication of the types of food the food recovery service or organization can accept for food recovery.

B. At least annually, the City shall provide commercial edible food generators with information about (1) the City's edible food recovery program established pursuant to Part 10 of this Chapter 14.06, (2) the commercial edible food generator requirements specified in said Part 10, (3) food recovery organizations and food recovery services operating within the City, and where a list of those organizations and services can be found, and (4) actions that commercial edible food generators can take to prevent the creation of food waste.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18985.2*

#### **14.06.04.030 – City's Recordkeeping as to its Compliance with Education and Outreach Requirements.**

The City shall include in the Implementation Record all relevant documents supporting its compliance with this Part 4 of Chapter 14.06, including without limitation the following:

A. Copies of the information provided by the City to comply with this Part 4, including flyers, brochures, newsletters, invoice messaging, and website and social media postings.

B. The dates on which such information was disseminated, and recipients of that information. If the City provides mass distribution through mailings or bill inserts, the City shall provide the date, a copy of the information, and the type and number of accounts receiving the information.

C. If the requirements of this Part 4 were met solely through the use of electronic media, the record shall include a copy of social media posts, e-mails, or other electronic messages, and shall indicate the dates on which those things were posted or issued.

D. If the City relies on a designee to comply with this Section, the City shall include a copy of the materials distributed by the designee.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18985.3*

**Part 5**  
**Generators of Organic Waste**  
**To Whom This Chapter 14.06 Does Not Apply**

**14.06.05.010 – Non-Local Entities and Local Education Agencies.**

This Chapter 14.06 does not apply to Non-Local Entities and Local Education Agencies, as those terms are defined in 14 CCR Section 18982.

*Regulatory Reference: SB 1383 (2016) and 14 CCR §§ 18982, 18986.1, 18986.2 & 18986.3*

**Part 6**  
**Biosolids Generated at a Publicly Owned Treatment Works**

**14.06.06.010 – Exemption of Certain Biosolids Generators**

A. A POTW is exempt from (1) the generator requirements of Section 14.06.03.090 above, (2) the organic waste recovery and measurement requirements of 14 CCR Sections 17409.5.1 through 17409.5.8, and (3) the recordkeeping and reporting requirement described in 14 CCR Section 17414.2.

B. Material received at a POTW that the POTW is not allowed to accept pursuant to 14 CCR Section 17896.6(a)(1)(C) or (D) –generally consisting of inedible kitchen grease, certain food material and vegetative food material, and other “anaerobically digestible material” – shall be deemed to constitute landfill disposal pursuant to Part 2 of this Chapter 14.06.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18987.1*

**Part 7**  
**Regulation of Haulers**

**14.06.07.010 – City’s Approval of Haulers and Self-Haulers**

A. The City requires haulers providing residential, commercial, or industrial organic waste collection services to generators within the City to identify the facilities to which they will transport organic waste, and to otherwise meet the requirements and standards of this Chapter 14.06, as a condition of approval of a contract, agreement, franchise or other authorization to collect organic waste. The requirements of this paragraph are in addition to, and not instead of, the franchise requirements set forth in Chapter 13.100 of the South Gate Municipal Code.

B. This Section is not applicable to haulers transporting source-separated organic waste to a community composting site in accordance with Sections 41950 *et seq.* of the Public Resources Code, or to haulers lawfully transporting construction and demolition debris in compliance with Section 13.100.420 above and with Section 14.06.08.010 below.

C. To the extent the City is exempt from organic waste collection requirements pursuant to Section 14.06.03.120 above, neither the City nor haulers and self-haulers operating or located within the exempt areas of the City shall be required to comply with the provisions of this Part 7 for the duration of the exemption.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18988.1*

**14.06.07.020 – Requirements for Haulers of Organic Waste (Excluding Self-Haulers)**

A. A hauler providing residential, commercial, or industrial organic waste collection services shall comply with both of the following:

1. Organic waste collected by the hauler shall be transported to a facility, operation, activity or property that recovers organic waste as defined in Section 14.06.01.020.
2. The hauler shall obtain City approval pursuant to Section 14.06.07.010.

B. The hauler shall keep a record of the documentation of its approval by the City.

C. Notwithstanding subsection A above, this Section is not applicable to:

1. A hauler that, transports source-separated organic waste to a community composting site in accordance with Public Resources Code Sections 41950 *et seq.*; or
2. A hauler that is lawfully transporting construction and demolition debris in compliance with 14.06.08.010 below.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18988.2*

**14.06.07.030 – Requirements for Self-Haulers of Organic Waste**

A. Generators of organic waste may, in compliance with Section 14.06.07.010, self-haul their own organic waste.

B. A generator who is a self-hauler of organic waste shall comply with the following:

1. The generator shall source-separate all organic waste generated on site in a manner consistent with Sections 14.06.03.020 and 14.06.03.030 above, or haul organic waste to a high diversion organic waste processing facility as specified in Section 14.06.03.040 above.
2. The generator shall haul source separated organic waste to a solid waste facility operation, activity, or property that processes or recovers source separated organic waste.
3. The generator shall keep a record of the amount of organic waste delivered to each solid waste facility, operation, activity, or property that processes or recovers organic waste. That record shall be subject to inspection by the City.

(a) The record shall include delivery receipts and weight tickets from the entity accepting the waste.

(b) The record shall indicate the amount of material in cubic yards or tons transported by the generator to each entity.

(c) Notwithstanding subsection 3(a) above, if the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of waste received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the organic waste.

4. A residential organic waste generator that self-hauls organic waste is not required to record or report the information identified in subsection 3(c) above.

C. If the City (or the portion of the City in which the generator is located) has received a waiver pursuant to Section 14.06.03.120 above, and if the generator is not a business subject to the requirements of Section 42649 of the Public Resources Code, then the generator is not required to comply with the requirements of this Section.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18988.3*

#### **14.06.07.040 – City's Recordkeeping Requirements Regarding Regulation of Haulers**

A. The City shall include in the Implementation Record all relevant documents supporting its compliance with this Part 7, including without limitation copies of:

1. Ordinances, contracts, franchise agreements, policies, procedures, or programs relevant to this Section.

2. A description of the City's hauler program, including: (a) types(s) of hauler system(s) the City uses; (b) type(s) and condition(s) of approvals per type of hauler, and criteria for approvals, denials and revocations; (c) the process for issuing, revoking, and denying written approvals; and (d) any requirements associated with self-hauling and back-hauling.

3. A record of hauler compliance with this Part 7 and other applicable City ordinances, including the following information: (a) copies of all reports required from haulers; and (b) copies of all written approvals, denials, and revocations.

B. All records required by this Part 7 shall include the date of action, the name of the hauler, and the type of the action taken by the City.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18988.4*

**Part 8**  
**CalGreen Building Standards and**  
**Model Water Efficient Landscape Ordinance**

**14.06.08.010 – CalGreen Building Codes.**

The CalRecycle regulations pursuant to which this Chapter 14.06 has been adopted mandate, among other things, that the City adopt an ordinance that requires compliance with certain provisions of the California Green Building Standards Code. The City has long had such an ordinance, codified at Chapter 9.20 of the South Gate Municipal Code. Reference is made to that Chapter 9.20 with respect to obligations of generators, haulers, the City and others as to the California Green Building Standards Code.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18989.1*

**14.06.08.020 – Model Water Efficient Landscape Ordinance.**

The CalRecycle regulations pursuant to which this Chapter 14.06 has been adopted mandate, among other things, that the City adopt an ordinance that requires compliance with certain provisions of the Model Water Efficient Landscape Ordinance. The City has long had such an ordinance, codified at Chapter 6.64 of the South Gate Municipal Code. Reference is made to that Chapter 6.64 with respect to obligations of generators, haulers, the City and others as to the Model Water Efficient Landscape Ordinance.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18989.2*

**Part 9**  
**Limitations on City's Standards and Policies**

**14.06.09.010 – Organic Waste Recovery Standards and Policies**

A. The City may adopt standards that are more stringent than those contained in this Chapter 14.06, except as limited by subsection B of this Section.

B. The City shall not implement or enforce an ordinance, policy procedure, permit, condition, or initiative that includes provisions which do any of the following:

1. Prohibit, or otherwise unreasonably limit or restrict, the lawful processing and recovery of organic waste through a method identified in Part 2 of this Chapter 14.06.
2. Limit a particular solid waste facility operation, property, or activity from accepting organic waste imported from outside the City for processing or recovery.
3. Limit the export of organic waste to a facility, operation, property or activity outside of the City that recovers the organic waste through a method identified in Part 2 of this Chapter 14.06.

4. Require a generator or a hauler to transport organic waste to a solid waste facility or operation that does not process or recover organic waste.

5. Require a generator to use an organic waste collection service or combination of services that do not recover at least the same types of organic waste recovered by a service the generator previously had in place.

C. This Section does not do any of the following:

1. Require a solid waste facility or operation to accept organic waste that does not meet the quality standards established by the solid waste facility or operation.

2. Prohibit the City from arranging with a solid waste facility or operation to guarantee permitted capacity for organic waste from the City.

3. Supersede or otherwise affect the City's land use authority, including without limitation planning, zoning, and permitting, or an ordinance lawfully adopted pursuant to that land use authority consistent with this Section.

4. Prohibit the City from arranging, through a contract or franchise, for a hauler to transport organic waste to a particular solid waste facility or operation for processing or recovery.

5. Exempt the City or any generator or hauler from compliance with (a) Division 4.5 of Title 22 of the California Code of Regulations relative to the proper handling of hazardous or universal waste, or (b) Title 3, Section 1180.48 of the California Code of Regulations relative to Disposal of Parts and Products of Animals Not Intended for Use as Human Food.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18990.1*

#### **14.06.09.020 – Edible Food Recovery Standards and Policies**

A. The City shall not implement or enforce an ordinance, policy, or procedure that prohibits the ability of a generator, food recovery organization, or food recovery service to recover edible food that could be recovered for human consumption.

B. Nothing in this Chapter 14.06 shall be construed to limit or conflict with the provisions of the California Good Samaritan Food Donation Act of 2017. Specifically:

1. Nothing in this Chapter 14.07 shall be construed to limit the amount or types of foods that may be donated under that Act.

2. Nothing in this Chapter 14.06 shall be construed to limit the ability of a person, gleaner or food facility to donate food as provided for in Sections 114432 and 114433 of the Health and Safety Code.

3. Nothing in this Chapter 13.06 shall be construed to reduce the immunities provided by that Act as specified in Section 114434 of the Health and Safety Code.

C. Nothing in this Chapter 14.06 prohibits a food recovery service or organization from refusing to accept edible food from a commercial edible food generator.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18990.2*

## **Part 10**

### **Edible Food Recovery Programs, Food Generators, and Food Recovery**

#### **14.06.10.010 – South Gate Edible Food Recovery Program**

A. The City shall implement an edible food recovery program that shall include the actions that the City will take to accomplish each of the following:

1. Educate commercial edible food generators as set forth in Section 14.06.04.020.
2. Increase commercial edible food generator access to food recovery organizations and food recovery services.
3. Monitor commercial edible food generator compliance as required in Part 14 of this Chapter 14.06.
4. Increase edible food recovery capacity if the analysis required by Section 14.06.11.020 indicates that the City does not have sufficient capacity to meet its edible food recovery needs.

B. The City may fund the actions taken to comply with this Section through franchise fees, local assessments, or other funding mechanisms.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18991.1*

#### **14.06.10.020 – Recordkeeping Requirements for South Gate Edible Food Recovery Program**

The City shall include in the Implementation Record all documents supporting the City's compliance with Section 14.06.10.010, together with the following information:

A. A list of commercial edible food generators in the City that have a contract or written agreement with food recovery organizations or services pursuant to subsection B of Section 14.06.10.030.

B. A list of food recovery organizations and food recovery services in the City and their edible food recovery capacity.

C. Documentation of the actions the City has taken to increase edible food recovery capacity.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18991.2*

**14.06.10.030 – Commercial Edible Food Generators**

A. Tier one commercial edible food generators shall comply with the requirements of this Section commencing January 1, 2022. Tier two commercial edible food generators shall comply with the requirements of this Section commencing January 1, 2024.

B. Commercial edible food generators shall arrange to recover the maximum amount of edible food that would otherwise be disposed. A commercial edible food generator shall comply with the requirements of this Section through a contract or written agreement with any or all of the following:

1. Food recovery organizations or services that will collect their edible food for food recovery.

2. Food recovery organizations that will accept the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.

C. A large venue or large event operator that does not provide food services, but allows for food to be provided, shall require food facilities operating at the large venue or large event to comply with the requirements of this Section.

D. A commercial edible food generator shall comply with the requirements of this Section unless the commercial edible food generator demonstrates the existence of extraordinary circumstances beyond its control that make such compliance impracticable. If an enforcement action is commenced against a commercial edible food generator for noncompliance, the burden of proof shall be upon the commercial edible food generator to demonstrate extraordinary circumstances. For the purposes of this Section, extraordinary circumstances are (1) the City's failure to increase edible food recovery capacity as required by Section 14.06.10.010 above, and (2) acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters.

E. An edible food generator shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or service.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18991.3*

**14.06.10.040 – Recordkeeping Requirements for Commercial Edible Food Generators**

A commercial edible food generator subject to the requirements of this Part 10 shall keep a record that includes the following:



A. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under subsection B of Section 14.06.10.030.

B. A copy of contracts or written agreements between the commercial edible food generator and a food recovery service or organization.

C. A record of the following for each food recovery organization or service that the commercial edible food generator has a contract or written agreement with pursuant to subsection B of Section 14.06.10.030:

1. The name, address, and contact information of the service or organization.
2. The types of food that will be collected by or self-hauled to the service or organization.
3. The established frequency that the food will be collected or self-hauled.
4. The quantity of food collected or self-hauled to a service or organization for food recovery. The quantity shall be measured in pounds recovered per month.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18991.4*

#### **14.06.10.050 – Food Recovery Services and Organizations**

A. A food recovery *service* that has established a contract or written agreement to collect or receive edible food directly from commercial edible food generators pursuant to subsection B of Section 14.06.10.030 shall maintain the following records:

1. The name, address, and contact information for each commercial edible food generator that the service collects edible food from.
2. The quantity, in pounds, of edible food collected from each commercial edible food generator per month.
3. The quantity, in pounds, of edible food transported to each food recovery organization per month.
4. The name, address, and contact information for each food recovery organization that the service transports edible food to for food recovery.

B. A food recovery *organization* that has established a contract or written agreement to collect or receive edible food directly from commercial edible food generators pursuant to subsection B of Section 14.06.10.030 shall maintain the following records:

1. The name, address, and contact information for each commercial edible food generator that the organization receives edible food from.
2. The quantity, in pounds of the edible food received from each commercial edible food generator per month.
3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.

**Part 11**  
**Organic Waste Recycling Capacity Planning**

**14.06.11.010 – Organic Waste Recycling Capacity Planning.**

A. The City shall coordinate with the County of Los Angeles as reasonably necessary to allow the County to comply with its organic waste recycling capacity planning obligations pursuant to 14 CCR Section 18992.1.

B. The City shall respond within 120 days to any request from the County for information pertaining to the City that is necessary for the County to comply with those organic waste recycling capacity planning obligations.

C. Entities contacted by the City in connection with any such County request shall respond to the City within 60 days regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes.

D. If the County of Los Angeles determines in connection with its organic waste recycling capacity planning obligations pursuant to 14 CCR Section 18992.1 that the City lacks sufficient capacity and directs the City to submit an implementation study to CalRecycle pursuant to said Section 18992.1, the City shall prepare such an implementation study and submit it to CalRecycle. The implementation schedule shall demonstrate to CalRecycle how the City will ensure that there is enough available capacity to recover the organic waste currently disposed by generators within the City by the end of the applicable report period identified in Section 14.06.11.030 below. The implementation schedule shall include timelines and milestones for planning efforts to access capacity, including without limitation (1) obtaining funding for organic waste recycling infrastructure, including but not limited to modifying franchise agreements or demonstrating other means of financially supporting the expansion of organic waste recycling, and (2) identification of facilities, operations, and activities that could be used for additional capacity. If required by the County's notice, the City shall also identify proposed new or expanded organic waste recycling facilities that will be used to process organic waste.

**14.06.11.020 – Edible Food Recovery Capacity**

A. The City shall coordinate with the County of Los Angeles as reasonably necessary to allow the County to comply with its edible food recovery capacity planning obligations pursuant to 14 CCR Section 18992.2.

B. The City shall respond within 120 days to any request from the County for information pertaining to the City that is necessary for the County to comply with those edible food recovery capacity planning obligations.

C. Entities contacted by the City in connection with any such coordination shall respond to the City within 60 days regarding available and potential new or expanded capacity.

D. If the County of Los Angeles determines in connection with its edible food recovery capacity planning obligations pursuant to 14 CCR Section 18992.2 that the City lacks sufficient capacity and directs the City to submit an implementation study to CalRecycle pursuant to said Section 18992.1, the City shall prepare such an implementation study and submit it to CalRecycle. The implementation schedule shall demonstrate to CalRecycle how the City will ensure that there is enough new or expanded capacity to recover the edible food currently disposed by commercial edible food generators within the City by the end of the applicable report period identified in Section 11.06.11.030 below. The implementation schedule shall include timelines and milestones for planning efforts to access additional new or expanded capacity, including without limitation (1) obtaining funding for edible food recovery infrastructure, including but not limited to modifying franchise agreements or demonstrating other means of financially supporting the expansion of edible food recovery capacity, and (2) identification of facilities, operations, and activities inside the County that could be used for additional capacity. If required by the County's notice, the City shall also consult with food recovery organizations and food recovery services regarding exiting, or proposed new and expanded, capacity that could be accessed by the City and its commercial edible food generators.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18992.2*

#### **14.06.11.030 – Schedule for Reporting**

A. CalRecycle requires Los Angeles County to submit to it reports pertaining to organic waste recycling capacity planning and edible food recovery capacity planning by the following dates for the following periods:

1. County reports are due August 1, 2022 for the period covering January 1, 2022 through December 31, 2024.
2. County reports are due August 1, 2024 for the period covering January 1, 2025 through December 31, 2034.
3. County reports are due August 1, 2029 for the period covering January 1, 2030 through December 31, 2039.
4. County reports are due August 1, 2034 for the period covering January 1, 2035 through December 31, 2044.

B. Implementation studies which the City is required to submit to CalRecycle pursuant to Sections 14.06.11.010 and 14.06.11.020 must be submitted to CalRecycle not later than 120 days following the County's submission to CalRecycle of the County's reports for the corresponding period.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18992.3*

**Part 12**  
**Procurement of Recovered Organic Waste Products**

**14.06.12.010 – Recovered Organic Waste Product Procurement Target**

A. Commencing January 1, 2022, the City shall annually procure a quantity of recovered organic waste products that meets or exceeds the City’s current annual recovered organic waste product procurement target as determined by CalRecycle pursuant to 14 CCR Section 18993.1. Generally, that procurement target shall equal 0.08 tons of organic waste per resident of the City, but the exact target will be calculated by CalRecycle.

B. The City shall comply with subsection A above by doing one or both of the following:

1. Directly procuring recovered organic waste products for use or giveaway.
2. Requiring, through a written contract or agreement, that a direct service provider to the City procure recovered organic waste products and provide written documentation of such procurement to the City.

C. The recovered organic waste products that the City may procure to comply with this Part 12 are:

1. Compost, subject to any applicable limitations of Public Contract Code Section 22150, that is produced at either (a) a compostable material handling operation or facility permitted or authorized under Chapter 3.1 of Division 7 of Title 14 of the CCR, or (b) a large volume in-vessel digestion facility as defined and permitted under Chapter 3.1 of Division 7 of Title 14 of the CCR that composts on-site. For purposes of the foregoing clause (b), Digestate is a distinct material from compost and is thus not a recovered organic waste product eligible for use in complying with this Part 12.
2. Renewable gas used for fuel for transportation, electricity, or heating applications.
3. Electricity from biomass conversion, as that term is defined in Public Resources Code Section 40106.
4. Mulch, provided that the following conditions are met for the duration of the applicable compliance year:
  - (a) The mulch procured by the City to comply with this Part 12 must meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)1 through 3.

(b) The mulch is produced at one or more of the following:

(i) a compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(10) that is permitted or authorized under Division 7 of Title 14 of the CCR.

(ii) a transfer/processing facility or transfer/processing operation as defined in Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under Division 7 of Title 14 of the CCR.

(iii) a solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the CCR.

D. The following conversion factors shall be used to convert tonnage in the City's annual recovered organic waste product procurement target to equivalent amounts of recovered organic waste products. One ton of organic waste in a recovered organic waste product procurement target shall constitute:

1. 21 diesel gallon equivalents, or "DGE", of renewable gas in the form of transportation fuel.
2. 242 kilowatt-hours of electricity derived from renewable gas.
3. 22 therms for heating derived from renewable gas.
4. 650 kilowatt-hours of electricity derived from biomass conversion.
5. 0.58 tons of compost or 1.45 cubic yards of compost.
6. One ton of mulch.

E. Renewable gas procured from a POTW may only count toward the City's recovered organic waste product procurement target if the following conditions are met for the applicable procurement compliance year:

1. The POTW receives organic waste directly from one or more of the following: (a) a compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10), that is permitted or authorized under Division 7 of Title 14 of the CCR; (b) a transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under Division 7 of Title 14 of the CCR; or (c) a solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the CCR.
2. The POTW is in compliance with the exclusion described in 14 CCR Section 17896.1.

3. The City receives a record from the POTW documenting the tons of organic waste received by the POTW from all solid waste facilities described in subsection E.1 above.

4. The amount of renewable gas the City procured from the POTW for fuel, electricity, or heating applications is less than or equal to the POTW's production capacity of renewable gas generated from organic waste received at the POTW directly from solid waste facilities as determined using the relevant conversion factors in subsection D above.

5. The POTW transported less than 25 percent of the biosolids it produced to activities that constitute landfill disposal.

F. Electricity procured from a biomass conversion facility may only count toward the City's recovered organic waste product procurement target if the biomass conversion facility receives feedstock directly from one or more of the following during the duration of the applicable procurement compliance year:

1. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in 14 CCR Section 17582(a)(10), that is permitted or authorized under Division 7 of Title 12 of the CCR; or

2. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under Division 7 of Title 14 of the CCR; or

3. A solid waste landfill as defined in Public Resources Code Section 40105.1 that is permitted under Division 2 of Title 27 of the CCR.

G. If the City's annual recovered organic waste product procurement target exceeds the City's total procurement of transportation fuel, electricity, and gas for heating applications from the previous calendar year as determined by the conversion factors in subsection D above, the target shall be adjusted to an amount equal to the City's total procurement of those products as converted to their recovered organic waste product equivalent from the previous year consistent with subsection D above.

H. The City shall identify additional procurement opportunities within the City's departments and divisions for expanding the use of recovered organic waste products.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18993.1*

#### **14.06.12.020 – Recordkeeping Requirements for Recovered Organic Waste Product Procurement Target**

The City shall include in the Implementation Record all documents supporting the City's compliance with this Part 12, including without limitation the following:

- A. A description of how the City will comply with the requirements of this Part 12.
- B. The name, physical location, and contact information of each entity, operation, or facility from whom the recovered organic waste products were procured, and a general description of how the product was used, and if applicable, where the product was applied.
- C. All invoices or similar records evidencing all procurement.
- D. If the City will include procurement of recovered organic waste products made by a direct service provider to comply with the procurement requirements of Section 14.06.12.010.A above, the City shall include all records of procurement of recovered organic waste products made by the direct service provider on behalf of the City including invoices or similar records evidencing procurement.
- E. If the City will include renewable gas procured from a POTW for any of the uses identified in Section 14.06.12.010.C.2 to comply with the procurement requirements of Section 14.06.12.010.A, a written certification by an authorized representative of the POTW, under penalty of perjury in a form and manner determined by the City, attesting to the following for the applicable procurement compliance year:
  - 1. That the POTW was in compliance with the exclusion in 14 CCR Section 17896.6(a)(1);
  - 2. The total tons of organic waste received from the types of solid waste facilities listed in Section 14.06.12.010.E.1 above; and
  - 3. The percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal.
- F. If the City will include electricity procured from a biomass conversion facility to comply with the procurement mandate of Section 14.06.12.010.A, a written certification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in Section 14.06.12.010.F shall be provided to the City. The certification shall be furnished under penalty of perjury in a form and manner determined by the City.
- G. If the City is implementing the procurement requirements of Section 14.06.12.010.A through an adjusted recovered organic waste product procurement target pursuant to Section 14.06.12.010.G, the City shall include records evidencing the total amount of transportation fuel, electricity, and gas for heating applications procured during the calendar year prior to the applicable reporting period.
- H. If the City is complying with the requirements of Section 14.06.12.010 through the procurement of mulch, a copy of said Section 14.06.12.010.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18993.2*

**14.06.12.030 – Recycled Content Paper Procurement Requirements**

A. The City shall procure paper products, and printing and writing paper, consistent with the requirements of Sections 22150 through 22154 of the Public Contract Code.

B. In addition to meeting the requirements of subsection A above, paper products and printing and writing paper shall be eligible to be labeled with an unqualified recyclable label as defined in 16 CCR Section 260.12 as published January 1, 2013, which is hereby incorporated by reference. Generally a product can be labeled with an unqualified recyclable label if the product can be collected, separated, or otherwise recovered from the waste stream through an established recycling program for reuse or use in manufacturing or assembling another item.

C. All businesses from whom the City purchases paper products and printing and writing paper must certify in writing to the City:

1. The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the City. The certification shall be furnished under penalty of perjury in a form and manner determined by the City. The City may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label catalog, invoice, or manufacturer or vendor internet website.

2. That the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in the above-referenced 16 CFR Section 260.12.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18993.3*

**14.06.12.040 – Recordkeeping Requirements for Recycled Content Paper Procurement**

The City shall include in the Implementation Record all documents supporting its compliance with this Part 12, including without limitation the following:

A. Copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases.

B. Copies of all certifications or other verification required under Section 14.06.12.030 above.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18993.4*



## **Part 13**

### **Reporting**

#### **14.06.13.010 – City’s Initial Compliance Report**

Not later than April 1, 2022, the City shall report the following information to CalRecycle pertaining to the City’s implementation and compliance with the requirements of this Chapter 14.06:

- A. A copy of this Chapter 14.06.
- B. The reporting items identified in Section 14.06.13.020 below.
- C. The following contact information:
  - 1. The name, mailing address, phone number, and e-mail address of the City employee designated by the City as the primary contact person for purposes of receiving communications regarding compliance with this Chapter 14.06.
  - 2. The name and address of the agent designated by the City for the receipt of service of process from CalRecycle for the purpose of enforcement of this Chapter 14.06 if different from that in Subsection C.1 above.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18994.1*

#### **14.06.13.020 – City’s Annual Reports**

A. Reporting Schedule. The City shall report the information required in this Section to CalRecycle according to the following schedule:

- 1. On or before October 1, 2022, the City shall report for the period of January 1, 2022 through June 30, 2022.
- 2. On or before August 1, 2023, and on or before August 1 each year thereafter, the City shall report for the period covering the entire previous calendar year.

B. Information Regarding Collection. The City shall report the following, relative to the City’s implementation of the organic waste collection requirements of Part 3 of this Chapter 14.06:

- 1. The type of organic waste collection service(s) provided by the City to its generators.
- 2. The total number of generators that receive each type of organic waste collection service provided by the City.

3. If the City is implementing an organic waste collection service that requires transport of the contents of containers to a high diversion organic waste processing facility, the City shall identify the Recycling and Disposal Reporting System number of each facility that receives organic waste from the City.

4. If the City allows placement of compostable plastics in containers pursuant to Sections 14.06.03.020 or 14.06.03.030 above, the City shall identify each facility that has notified the City that it accepts and recovers that material.

5. If the City allows placement of compostable plastics in containers pursuant to Sections 14.06.03.020 or 14.06.03.030 above, the City shall identify each facility that has notified the City that it can accept and remove plastic bags when it recovers source separated organic waste.

C. Information Regarding Monitoring. The City shall report the following relative to its implementation of the contamination monitoring requirements of Part 3 of this Chapter 14.06:

1. The number of route reviews conducted for prohibited container contaminants.
2. The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
3. The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews.

D. Information Regarding Waivers. The City shall report the following relative to its implementation of waivers pursuant to Part 3 of this Chapter 14.06:

1. The number of days an emergency circumstances waiver as allowed in Section 14.06.03.130 as in effect, and the type of waiver issued.
2. The tons of organic waste that were disposed as a result of those waivers, except disaster and emergency waivers granted in Section 14.06.03.130(B).
3. The number of generators issued a de-minimis waiver.
4. The number of generators issued a physical space waiver.
5. If the City receives a waiver from CalRecycle pursuant to 14 CCR Section 18984.12, the City shall report, as to each year the waiver is in effect, the number of generators waived from the requirement to subscribe to an organic waste collection service.

E. Information Regarding Education and Outreach. With respect to the City's implementation of education and outreach required by Part 4 of this Chapter 14.06, the City shall report the number of organic waste generators and edible food generators that received information and the type of education and outreach used.

F. Information Regarding Hauler Oversight. The City shall report the following regarding its implementation of the hauler oversight requirements of Part 7 of this Chapter 14.06:

1. The number of haulers approved to collect organic waste in the City.
2. The Recycling and Disposal Reporting System number of each facility that is receiving organic waste from haulers approved by the City.
3. The number of haulers that have had their approval revoked or denied.

G. Information Regarding CalGreen and Water Efficient Landscape Requirements. The City shall report the following regarding its implementation of the CalGreen Building Standards and Model Water Efficient Landscape Ordinance as required by Part 8 of this Chapter 14.06:

1. The number of construction and demolition debris removal activities conducted in compliance with Section 14.06.08.010.
2. The number of projects subject to Section 14.06.08.020.

H. Information Regarding Edible Food Recovery. The City shall report the following regarding its implementation of the edible food recovery requirements of Part 10 of this Chapter 14.06:

1. The number of commercial edible food generators located within the City.
2. The number of food recovery services and organizations located and operating within the City that contract with or have written agreements with the commercial edible food generators for food recovery. The City shall and hereby does require food recovery organizations and services that are located within the City and that contract with or have written agreements with commercial edible food generators pursuant to Section 14.06.10.030.B to report to the City the amount of edible food in pounds recovered by the service or organization in the previous calendar year.
3. The total pounds of edible food recovered by food recovery organizations and services pursuant to subsection H.2 above.

I. Information Regarding Procurement Requirements. The City shall report the following regarding its implementation of the procurement requirements of Part 12 of this Chapter 14.06:

1. The amount of each recovered organic waste product procured directly by the City, or through direct service providers, or both, during the prior calendar year.
2. If the City is implementing the procurement requirements of Section 14.06.12.010 through an adjusted recovered organic waste product procurement target pursuant to Section 14.06.12.010.G, the City shall include in its report the total amount of transportation fuel, electricity, and gas for heating applications procured during the calendar year prior to the applicable reporting period.

J. Information Regarding Compliance, Monitoring and Enforcement. The City shall report the following regarding its implementation of the compliance, monitoring, and enforcement requirements specified in Parts 14, 15 and 16 of this Chapter 14.06:

1. The number of commercial businesses that were included in a compliance review performed by the jurisdiction pursuant to Section 14.06.14.020.A.1 below, as well as the number of violations found and corrected through compliance reviews if different from the amount reported in subsection J(5) below.
2. The number of route reviews conducted.
3. The number of inspections conducted by type for commercial edible food generators, food recovery organizations, and commercial businesses.
4. The number of complaints pursuant to 14.06.14.030 below that were received and investigated, and the number of Notices of Violation issued based on investigation of those complaints.
5. The number of Notices of Violation issued, categorized by type of entity subject to this Chapter 14.06.
6. The number of penalty orders issued, categorized by type of entity subject to this Chapter 14.06.
7. The number of enforcement actions that were resolved, categorized by type of regulated entity.

K. Changes of Information. The City shall report any changes to the information described in Sections 14.06.13.010.A (this Chapter 14.06) and C (contact information)

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18994.2*

## **Part 14**

### **Enforcement Requirements**

#### **14.06.14.010 – City Inspection Requirements**

A. On or before January 1, 2022, the City shall have an inspection and enforcement program that is designed to ensure overall compliance with this Chapter 14.06 and that, at a minimum, includes the following requirements:

1. Beginning January 1, 2022, and at least annually thereafter, the City shall conduct the following:
  - (a) If the City is using the compliance method described above in Sections 14.06.03.020 (three container) or 14.06.03.030 (two container), the City shall complete a compliance review of all solid waste collection accounts for commercial businesses that are subject to the City's authority and that generate two (2) cubic yards or more per week of solid waste, including organic waste.
    - (i) The City shall also determine compliance with organic waste generator requirements set forth in Section 14.06.03.090.A, and shall also

determine compliance with self-haul requirements set forth in Section 14.06.07.030.

(ii) Beginning April 1, 2022, the City shall either:

(x) conduct annual route reviews of commercial businesses and residential generators for compliance with organic waste generator requirements set forth in Section 14.06.03.090.A and container contamination requirements set forth in Section 14.06.03.050, or

(y) perform waste evaluations consistent with Section 14.06.03.050.C to verify commercial businesses' and residential generators' compliance with the organic waste generator requirements set forth in Section 14.06.03.090.A.

(b) If the City is using the compliance method described in Section 14.06.03.040 above (that is, a single-container system), the City shall conduct a compliance review of all solid waste collection accounts for commercial businesses that are subject to City authority and generate two cubic yards or more per week of solid waste, including organic waste. In doing so, the City shall determine compliance with:

(i) organic waste generator requirements set forth in Section 14.06.03.090.A and document whether the business is transporting the contents to a high diversion organic waste processing facility; or

(ii) self-hauling requirements pursuant to Section 14.06.07.030, including whether a business is complying through back-hauling organic waste.

2. Beginning January 1, 2022, the City shall conduct inspections of tier one commercial edible food generators and food recovery organizations and services for compliance with this Chapter 14.06. Beginning January 1, 2024, the City shall conduct inspections of tier two commercial edible food generators for compliance with Part 10 of this Chapter 14.06.

3. Beginning January 1, 2022, the City shall investigate complaints as required under Section 14.06.14.030 below.

4. Beginning January 1, 2022 and until December 31, 2023, the City shall provide educational material describing the applicable requirements of this Chapter 14.06 in response to violations.

5. Beginning January 1, 2024, the City shall enforce this Chapter 14.06 pursuant to Sections 14.06.14.030 and 14.06.16.020 below in response to violations.

6. At least every five (5) years from the date of issuance, the City shall verify through inspection that commercial businesses are meeting de minimis and physical space waivers for compliance consistent with the requirements of Section 14.06.03.110.

B. The City shall conduct a sufficient number of route reviews and inspections of entities described in this Section 14.06.14.010 to adequately determine overall compliance with this Chapter 14.06. The City may prioritize inspections of entities that the City determines are more likely to be out of compliance.

C. The City shall generate a written or electronic record for each inspection, route review, and compliance review conducted pursuant to this Chapter 14.06. Each record shall include, at a minimum, the following information:

1. Identifying information for the subject or subjects of the inspection, route review, or compliance review, such as, but not limited to: (a) the name or account name of each person or entity; (b) a description of the hauler route and addresses covered by a route review; and (c) a list of accounts reviewed for each compliance review.

2. The date or dates the inspection, route review, or compliance review was conducted.

3. The person or persons who conducted the action.

4. The City's findings regarding compliance with this Chapter 14.06, including any Notices of Violation or educational materials that were issued.

5. Any relevant evidence supporting the findings in subsection C.4 above, such as, but not limited to, photographs and account records.

6. Route review records shall also include a description of the locations of the route review(s) and the addresses where prohibited container contaminants are found, if any.

D. Documentation of route reviews, compliance reviews, and inspections, as well as all other records of enforcement conducted pursuant to this Chapter 14.06, shall be maintained in the Implementation Record, including without limitation:

1. Copies of all documentation of route reviews, compliance reviews, and inspections.

2. Copies of all enforcement actions required by Section 14.06.14.040 below.

3. A list of the date(s) that the City determined an entity complied with a Notice of Violation and the evidence that supports that compliance determination.

4. Copies of notices and educational material provided as required by this Section 14.06.14.010.

E. Consistent with subsection B of Section 14.06.01.010, the City may have a designee conduct inspections required by this Section.

F. Any records obtained by the City through its implementation and enforcement of the requirements of this Chapter 14.06 shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 *et seq.*

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18995.1*

#### **14.06.14.020 – Implementation Record and Recordkeeping Requirements**

A. The City shall maintain all records required by this Chapter 14.06 in the Implementation Record.

B. The Implementation Record shall be stored in one central location, physical or electronic, that can be readily assessed by CalRecycle.

C. Upon CalRecycle's request, the City shall provide access to the Implementation Record within ten (10) business days.

D. All records and information shall be included in the Implementation Record within sixty (60) days of the creation of the records or information.

E. All records shall be retained by the City for five (5) years.

F. At a minimum, the following shall be included in the Implementation Record:

1. A copy of all ordinances or other similarly enforceable mechanisms, contracts, and agreements, as required by this Chapter 14.06.

2. A written description of the City's inspection and enforcement program that the City uses to comply with Section 14.06.14.010 above and this Section 14.06.14.020.

3. All organic waste collection service records required by Section 14.06.03.040.

4. All contamination minimization records required by Section 14.06.03.060.

5. All waiver and exemption records required by Section 14.06.03.14.

6. All education and outreach records required by Section 14.06.04.030.

7. All hauler program records required by Section 14.06.07.040.

8. All edible food recovery program records required by Section 14.06.10.020.

9. All recovered organic waste procurement target records required by Section 14.06.12.020.

10. All recycled content paper procurement records required by Section 14.06.12.040.
11. All inspection, route review, and compliance review documents generated pursuant to the requirements of Section 14.06.14.010.
12. All records of enforcement actions undertaken pursuant to this Chapter 14.04.
13. All records of complaints and investigations of complaints required by Section 14.06.14.030 and compliance with the City's inspection and enforcement requirements of Section 14.06.14.010.
14. All records required by Section 14.06.17.040 if the City is implementing a performance-based source separated organic waste collection service under Part 17 of this Chapter 14.06.

G. All records maintained in the Implementation Record shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 *et seq.*

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18995.2*

#### **14.06.14.030 – City Investigation of Complaints of Alleged Violations**

A. The City shall provide a procedure for the receipt and investigation of written complaints of alleged violations of this Chapter 14.06. The City shall allow for the submission of anonymous complaints.

B. The procedure shall provide that complaints be in writing and include the following information:

1. If the complaint is not anonymous, the name and contact information of the complainant.
2. The identity of the alleged violator, if known.
3. A description of the alleged violation, including location(s) and all other relevant facts known to the complainant.
4. Any relevant photographic or documentary evidence to support the allegations in the complaint.
5. The identity of any witnesses, if known.

C. The City shall commence an investigation within ninety (90) days of receiving a complaint that meets the requirements of subsection B above if the City determines that the allegations, if true, would constitute a violation of this Chapter 14.06. The City may decline to investigate a complaint if, in its judgment, investigation is unwarranted because the allegations are contrary to facts known to the City.



D. The City shall provide a procedure to notify a complainant of the results of the complaint if the identify and contacts information of the complainant are known.

E. The City shall maintain in the Implementation Record records of all complaints and responses made pursuant to this Section. The records shall include the complaint as received and the City's determination of compliance or notice of violations issued.

*Regulatory Reference: SB 1383 (2016) and CCR § 18995.3*

#### **14.06.14.040 – Enforcement by City**

A. With the exception of violations of the prohibited container contaminants provisions in Section 14.06.03.050.A, which the City shall enforce through the notice provisions of Section 14.06.14.050.B, for violations of this Chapter 14.06 occurring on or after January 1, 2024, the City shall take enforcement action as set forth in this Section.

1. The City shall issue a Notice of Violation requiring compliance within sixty (60) days of the issuance of that notice.
2. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City shall commence an action to impose penalties pursuant to Part 16 of this Chapter 14.06.

B. The City may extend the compliance deadlines set forth in a Notice of Violation issued pursuant to subsection A above if the City finds that extenuating circumstances beyond the control of the respondent make compliance with the deadlines impracticable. For purposes of this Section, extenuating circumstances are:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; and
3. Deficiencies in organic waste recycling capacity infrastructure or edible food recovery capacity, and the relevant jurisdiction is under a Corrective Action Plan pursuant to Section 14.06.15.020 due to those deficiencies.

C. A Notice of Violation shall include the following information:

1. The name(s), or account name(s) if different, of each person or entity to whom it is directed.
2. A factual description of the violations of this Chapter 14.06, including the Sections being violated.
3. A compliance date by which the operator is to take specified action(s).
4. The penalty for not complying within the specified compliance date.

**Part 15**  
**Enforcement Oversight by CalRecycle**

**14.06.15.010 – CalRecycle Evaluation of City Compliance.**

The City shall cooperate with CalRecycle as to any investigation conducted by CalRecycle pursuant to 14 CCR Section 18996.1. If CalRecycle notifies the City that this Chapter 14.06 is inconsistent with or does not meet the requirements of Chapter 12 of Division 7 of Title 14 of the CCR, the City shall within 180 days from that notice modify this Chapter 14.06 to correct the deficiencies.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18996.1*

**14.06.15.020 – Corrective Action Plan.**

The City will comply with any Corrective Action Plan issued to it by CalRecycle pursuant to 14 CCR Section 18996.2.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18996.2*

**14.06.15.030 – Access for CalRecycle’s Inspection**

Upon presentation of proper credentials, an authorized employee or agent of CalRecycle shall be allowed to enter the premises of any entity subject to this Chapter 14.06 during normal working hours to conduct inspections and investigations on order to examine organic waste recovery activities, edible food recovery activities, and records in order to determine compliance with this Chapter 14.06. Without limiting the generality of the foregoing, such entities shall allow the authorized CalRecycle employee or agent to review or copy (or both) any paper records, electronic records, or other records required by this Chapter 14.06.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18996.4*

**14.06.15.040 – Joint Enforcement Referral**

The City reserves the right – in cooperation with other cities, the County of Los Angeles, and/or other jurisdictions – to file a joint enforcement referral with CalRecycle under 14 CCR Section 18668.5, pursuant to which CalRecycle may enforce this Chapter 14.06 against one or more organic waste generators.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18996.5*

**Part 16**  
**Administrative Civil Penalties**

**14.06.16.010 -- Scope**

The City hereby adopts this Part 16 of Chapter 14.06 in order to establish enforceable mechanisms for the imposition of penalties as required by 14 CCR Sections 18997.1 and 18992.2.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18997.1*

**14.06.16.020 – Penalty Amounts**

- A. Penalties for violations of the requirements of this Chapter 14.06 shall be as follows:
1. For a first violation, the amount of the base penalty shall be Fifty Dollars (\$50.00) to One Hundred Dollars (\$100.00) per violation.
  2. For a second violation, the amount of the base penalty shall be One Hundred Dollars (\$100.00) to Two Hundred Dollars (\$200.00) per violation.
  3. For a third or subsequent violation, the amount of the base penalty shall be Two Hundred Fifty Dollars (\$250.00) to Five Hundred Dollars (\$500.00) per violation.
- B. Nothing in this Section shall be construed as preventing the City from revoking, suspending, or denying a permit, registration, license, or other authorization consistent with City requirements outside the scope of this Chapter 14.06, in addition to the imposition of penalties authorized under this Section.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18997.2*

**Part 17**  
**Performance-Based Source Separated Organic Waste Collection Service**

**14.06.17.010 – Requirements for Performance-Based Source Separated Collection Service**

- A. The City hereby reserves the right to implement a performance-based organic waste collection service by doing all of the following:
1. Providing a three-container organic waste collection service consistent with Section 14.06.03.020 to at least ninety percent (90%) of the commercial businesses in the City and to at least ninety percent (90%) of the City's residents.
  2. Transporting the contents of the source separated organic waste collection stream to a designated source separated organic waste facility.

3. Ensuring that the presence of organic waste in the gray container collection stream does not exceed an annual average of twenty-five percent (25%) by weight.

(a) The annual average percent of organic waste present in the gray container collection stream shall be determined by the results of waste evaluations performed by the City pursuant to Section 14.06.03.050.

(b) The annual average percent of organic waste present in a jurisdiction's gray container collection stream is the average of the results of the gray container waste collection stream samples performed by the City in the immediately previous four (4) quarters pursuant to said section 14.06.03.050.

4. Providing collection service to organic waste generators, without any requirement that commercial businesses or residents first request solid waste collection service prior to enrollment in those services.

5. Notifying CalRecycle pursuant to Section 17.06.17.030 below.

B. If the City implements a performance-based organic waste collection service and delegates collection services to a designee, the City shall include in its contracts or agreements with the designee a requirement that all haulers transport the source separated organic waste collection stream collected from generators to a designated source separated organic waste facility.

C. If the City fails to meet the requirements of this Section after notifying CalRecycle in accordance with Section 17.06.17.030 below, the City shall implement an organic waste collection service that complies with the requirements of part 3 of this Chapter 14.06.

D. If the City implements a performance-based organic waste collection service pursuant to this Section, a hauler providing a performance-based source separated collection service is not required to comply with the provisions of Section 14.06.07.020, but shall comply with the following:

1. Only transport the source separated organic waste collection stream to a designated source separated organic waste recycling facility.

2. Keep a record of the documentation of its approval by the City.

E. The requirements of subsection D above are not applicable to:

1. A hauler that, consistent with public Resources Code sections 41950 *et seq*, transports source separated organic waste to a community composing site; or

2. A hauler that is lawfully transporting construction and demolition debris in compliance with Section 14.06.08.010 above.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18998.1*

#### **14.06.17.020 – Compliance Exceptions**

If the City implements a performance-based source separated collection service that meets the requirements of Section 14.0-6.17.010, the City shall not be subject to the following:

- A. The two-container and single-container requirements of Sections 14.06.03.030 and 14.06.03.040.
- B. The container labeling requirements in Section 14.06.03.080, and the waiver provisions of Section 14.06.03.110.
- C. The recordkeeping requirements in Sections 14.06.03.040 and 14.06.03.140.
- D. The organic waste recovery education and outreach requirements in Section 14.06.04.010.
- E. The recordkeeping requirements in Section 14.06.04.030, except as related to edible food recovery education and outreach performed under Section 14.06.04.020.
- F. The regulation of haulers in Part 7 of this Chapter 14.06.
- G. The City's annual reporting requirements in subsections C.1, C.2, D, E, F, and J of Section 14.06.13.020.
- H. The City's inspection and enforcement requirements in Section 14.06.14.010, except for the provisions related to edible food generators and food recovery organizations and services in that Section.
- I. The Implementation Record and recordkeeping requirements in subsections 2.F.3 through 2.F.7 of Section 14.06.14.020. Implementation Records requirements of subsections 2.F.11, 2.F.12 and 2.F.13 of said Section 14.06.14.020 shall only be required for inspections and enforcement related to edible food generators and food recovery organizations and services.
- J. The City's investigation of complaints of alleged violations and requirements in Section 14.06.14.040, except as it pertains to entities subject to the edible food recovery requirements of Part 10 of this Chapter 14.06.
- K. The City's enforcement requirements in Section 14.06.14.040, except as it pertains to entities subject to the edible food recovery requirements of Part 10 of this Chapter 14.06.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18998.2*

#### **14.06.17.030 – Notification to CalRecycle**

A. If the City implements a performance-based source separated collection service beginning in 2022, the City shall notify CalRecycle on or before January 1, 2022. If the City will implement a performance-based source separated collection system in any subsequent year, the City shall notify CalRecycle on or before January 1 of that year.

- B. The notification required by subsection A above shall include the following information:
1. The name of the City.
  2. The date on which the City will start providing the performance-based source separated collection service.
  3. Contact information for the City, including the name, address, and telephone number of the City representative with primary responsibility for ensuring compliance with this Part 17.
  4. The address within the City where all records required by this Chapter 14.06 are maintained.
  5. A list of each designated source separated organic waste facility, landfill disposal facility, and any other solid waste facility and their Recycling and Disposal Reporting System numbers, for any facility that will be receiving solid waste directly from the City.
  6. The name of any designee to whom the City has delegated responsibilities pursuant to 14.06.17.010, and any relevant documentation demonstrating the designee's obligation to comply with the provisions of this Part 17.
  7. A statement by the City representative with primary responsibility for ensuring compliance with this Part 17, under penalty of perjury, that all information contained in the notification is true and correct to the best of that person's knowledge and belief.
  8. The percent of commercial businesses and the percent of the residential sector currently enrolled in organic waste collection services provided by the City.

C. If the City implements a performance-based source separated collection service, then in the initial report to CalRecycle required in Section 14.06.13.010, the City shall certify that at least ninety percent (90%) of the City's commercial businesses and ninety percent (90%) of the City's residential sector are enrolled in a collection service that complies with the requirements of Section 14.06.17.010.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18998.3*

#### **14.06.17.040 – Recordkeeping**

If the City implements a performance-based source separated collection service pursuant to this Part 17, the City shall maintain the following information and documents in the Implementation Record:

- A. The geographical area each designee serves.
- B. If a designee is used, a copy of the contract or agreement for each designee specifying the requirement that all haulers transport the source separated organic waste collection stream

collected from generators subject to the City's authority to a designated source separated organic waste facility.

C. Records indicating compliance with Section 14.06.17.010.A, including without limitation:

1. A current list of generator addresses subject to the City's authority.
2. A current list of generator addresses subject to the City's authority that are served with a performance-based source separated organic waste collection service.
3. A current list of generator addresses within the City that the City does not require to use the performance-based source separated organic waste collection service.
4. Documentation of the enrollment system used by the City consistent with Section 14.06.17.010.A.4.

D. Even if the City implements a performance-based source separated collection service, the City is still required to maintain the following records specified in the following subsections of Section 14.06.14.020:

1. Subsection F.1.
2. Subsection F.2 and F.6 as they pertain to the edible food recovery requirements of this Chapter 14.06.
3. Subsections F.8, F.9 and F.10.
4. Subsections F.11, F.12 and F.13 as they pertain to the edible food recovery requirements of this Chapter 14.06.

*Regulatory Reference: SB 1383 (2016) and 14 CCR § 18998.4*

END OF ORDINANCE

CITY MANAGER'S OFFICE

NOV 16 2021

2:15 pm

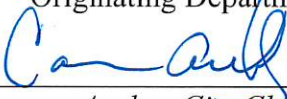
City of South Gate  
CITY COUNCIL

AGENDA BILL


For the Regular Meeting of: November 23, 2021

Originating Department: Office of the City Clerk

Department Director:

  
Carmen Avalos, City Clerk

Interim City Manager:

  
Chris Jeffers

**SUBJECT:** RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL, ALL CITY SUBORDINATE BODIES, AND ALL CITY NON-PROFIT CORPORATION BOARDS AND THEIR SUBORDINATE BODIES, FOR THE PERIOD OF DECEMBER 12 – JANUARY 11, 2022

**PURPOSE:** To authorize the remote teleconference of City meetings. The new requirements for meeting remotely, pursuant to the Brown Act as amended by AB 361, will allow the City Council to be in compliance and continue to provide options for the public at-large to participate via teleconference without putting their health at risk.

**RECOMMENDED ACTIONS:** The City Council will consider adopting a Resolution authorizing remote teleconference meetings of the City Council, all City subordinate bodies, and all City non-profit corporation Boards and their subordinate bodies, for the period of December 12 – January 11, 2022.

**FISCAL IMPACT:** There is no fiscal impact as the City already utilizes internet-based service for meetings.

**ANALYSIS:** None

**BACKGROUND:** Since March of 2020 and because of the COVID-19 pandemic, the City Council of the City of South Gate, all its subordinate bodies, and all its non-profit corporation boards and their subcommittees, have been meeting remotely pursuant to the Governor's Executive Order N-29-20, which suspended certain teleconference requirements of the Brown Act. On June 11, 2021, the Governor issued Executive Order N-08-21, which rescinds these suspensions effective, September 30, 2021.

In recognition of the fact that the pandemic is ongoing, on September 16, 2021, the Governor signed AB 361, an urgency measure which amends the Brown Act and authorizes teleconferenced public meetings under certain circumstances where the participation is from a remote location. AB 361 went into effect October 1, 2021 and expires on January 1, 2024. If the City Council desires to continue to meet remotely, it must comply with AB 361.

AB 361 applies to meetings during a state of emergency as declared by the Governor. There must also be either imposed or recommended measures to promote social distancing by state or local officials, or a finding by the legislative body that meeting in-person would present imminent risks to the health or safety of attendees as a result of the emergency.



AB 361 requires several procedural safeguards to protect public participation during a remote meeting, key ones of which are summarized as follows:

- The public must have the ability to address the legislative body directly and must be given information on how to address the body.
- The public must be provided either a call-in or internet-based service option.
- The body must stop the meeting if the call-in or internet-based option fails.
- The legislative body cannot require that public comments be submitted in advance (although this option can be provided).
- Speakers cannot be required to pre-register (except as required by an independent call-in or internet platform).
- Members of the public must be given a reasonable time to register to provide public comment.
- Agencies that provide a timed public comment period shall not close the public comment period until that time period has expired.

Accordingly, if the Council wishes for itself, all its subordinate bodies, and all its non-profit corporation boards and their subcommittees to be able to meet remotely during the current declared state of emergency, it should adopt a resolution finding that measures to promote social distancing by state or local officials, and/or meeting in person would present imminent risks to the health or safety of attendees as a result of the emergency. This resolution would permit meetings pursuant to AB 361 for a maximum period of 30 days. If the Council desires to continue using the teleconference exception beyond that initial 30-day period, it must confirm the circumstances of the state of emergency and make required findings at least 30 days after adoption of that resolution and every 30 days thereafter.

**ATTACHMENT:** Proposed Resolution

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF  
THE CITY COUNCIL, ALL CITY SUBORDINATE BODIES, AND ALL CITY  
NON-PROFIT CORPORATION BOARDS AND THEIR SUBORDINATE BODIES,  
FOR THE PERIOD OF DECEMBER 12 – JANUARY 11, 2022**

**WHEREAS**, the City of South Gate is committed to preserving and fostering public access and participation in meetings of the City Council, all City subordinate bodies, and all city non-profit corporation Boards and their subordinate bodies, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 - 54963), so that any member of the public may attend and participate as the bodies conduct the public's business;

**WHEREAS**, the Brown Act makes special provisions for remote teleconferencing participation in meetings when the Governor has declared a state of emergency pursuant to Government Code section 8625, and either state or local officials have imposed or recommended measures to promote social distancing, or an in-person meeting would present imminent risks to the health and safety of attendees;

**WHEREAS**, such conditions now exist in the City of South Gate. Specifically, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of a State of Emergency with regard to the COVID-19 pandemic. The Los Angeles County Department of Public Health has issued numerous Health Orders regarding safety protocols during the COVID-19 pandemic, including the presence of the Delta variant, masking indoors, regardless of vaccination status, to slow the spread of COVID-19 in the Los Angeles County region;

**WHEREAS**, the City is presently subject to various state and local department health orders, which require indoor masks, and distancing;

**WHEREAS**, on November 16, 2021, the Los Angeles County Department of Public Health recorded 893 new COVID-19 cases, 35 new deaths, and 632 hospitalizations; and

**WHEREAS**, the City Council finds that the current situation with regard to COVID-19, and particularly the Delta variant, is causing, and will continue to cause, risks to the safety of persons within the City and finds that the City Council, all City subordinate bodies, and all city non-profit corporation Boards and their subordinate bodies may conduct their meetings with remote participation, in whole or in part, including the remote participation of one or more elected or appointed officials, in the manner authorized by Government Code § 54953(e), and such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in Government Code § 54953(e)(2).

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

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

**SECTION 2.** The City Council, all City subordinate bodies, and all city non-profit corporation Boards and their subordinate bodies may conduct their meetings in in whole or in part, including the remote participation of one or more elected or appointed officials, in the manner authorized by Government Code§ 54953(e), and such legislative bodies shall comply with to provide the public with access to the meetings as prescribed in Government Code§ 54953(e)(2).

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of **November 2021**.

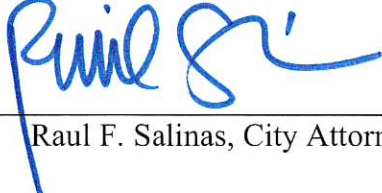
**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Al Rios, Mayor

**ATTESTED:**

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

APPROVED AS TO FORM:

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

CITY MANAGER'S OFFICE

City of South Gate

CITY COUNCIL

NOV 11 2021

9:56 AM

AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: City Manager's Office

Interim City Manager: [Signature] Chris Jeffers Interim City Manager: [Signature] Chris Jeffers

SUBJECT: RESOLUTION EXTENDING THE LOCAL EMERGENCY AS A RESULT OF THE ONGOING CORONAVIRUS DISEASE 2019 PANDEMIC

PURPOSE: To extend the Local Emergency due to the ongoing Coronavirus Disease 2019 (COVID-19) Pandemic.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution extending the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 Pandemic (COVID-19 Pandemic).

FISCAL IMPACT: None.

ANALYSIS: On September 28, 2021, the City Council adopted Resolution No. 2021-44-CC, extending the Local Emergency within the City because of the ongoing COVID-19 Pandemic. It is time once again for the City Council to review the need to continue the state of emergency. Although Governor Gavin Newsom lifted the Stay-at-Home Order on June 15, 2021, to allow California to completely reopen, the State of California has left in place their State of Emergency order until at least September 30, 2021. As the "Delta" Variant (Delta is the name for the B.1.617.2. variant, a SARS-CoV-2 mutation that originally surfaced in India) continues to rise among unvaccinated individuals causing revisions to both County and CDC recommendations concerning safety protocols.

Interim Director of Emergency Services recommends continuing the Local Emergency until the State of California rescinds their guiding emergency declarations or they expire under the terms the Governor has previously stated. The City Council may terminate the Local Emergency at any time, however, the City would continue to be subject to the State's declarations where applicable.

BACKGROUND: On June 11, 2021, with nearly 40 million vaccines administered and among the lowest COVID-19 case rates in the nation, Governor Gavin Newsom announced the Stay-at-Home Order would be lifted on June 15, 2021, to allow California to reopen. Effective June 15, 2021, the face covering mandate (unless unvaccinated or immunocompromised persons), required physical distancing restrictions, capacity limits and the county color-coded tier system ended.

In South Gate, currently 78.5 % of those eligible (12+ years old) have received at least one dose of the vaccination shot, compared to a Los Angeles County average of 80% and 70% of our eligible (for the vaccination) population are fully vaccinated compared to 72%. The current data for seniors in South Gate (65+ years old) who have received at least their first vaccination shot is not available at the time of this report, but 70% are fully vaccinated compared to the county average of 72%. There are 21,418 recorded cases in our City and 257 deaths.

City staff continues to be in contact with the CDC and the Los Angeles County Department of Public Health for updates on the spread of the COVID-19 virus and the Delta Variant. They will continue to update the City's website providing essential COVID-19 information and hyperlinks to the Los Angeles County Department of Public Health, CDC, and Governor Newsom's Executive Orders. City updates and information regarding the drive-thru COVID-19 testing site at South Gate Park, as well as, many other resources are readily accessible on the homepage of the City's website titled, "COVID-19 Information" under "Featured Links."

Additionally, City staff will continue to monitor Governor Gavin Newsom's Executive Orders and any related orders issued by the County of Los Angeles Department of Public Health and will modify City emergency-related policies and procedures accordingly.

**ATTACHMENT:** Proposed Resolution

**RESOLUTION NO.**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, EXTENDING THE LOCAL EMERGENCY WITHIN THE CITY  
AS A RESULT OF THE ONGOING CORONAVIRUS DISEASE 2019 PANDEMIC**

**WHEREAS**, on June 15, 2021, Los Angeles County followed the State of California guidelines and allowed businesses and outdoor events to fully operate with the requirement that individuals fully vaccinated could choose to wear a face covering and unvaccinated individuals would be required to still wear a face covering;

**WHEREAS**, on September 28, 2021, the City Council adopted Resolution No. 2021-44-CC, extending the Local Emergency (“Local Emergency”) within the City as a result of the ongoing Coronavirus Disease 2019 (“COVID-19”) Pandemic, and Resolution No. 2020-07-CC first declared the Local Emergency on March 24, 2020, which has been extended continuously since then;

**WHEREAS**, effective June 15, 2021, the face covering mandate (unless unvaccinated or immunocompromised persons), physical distancing restrictions, capacity limits and the county color-coded tier system ended;

**WHEREAS**, in South Gate, currently 78.5 % of those eligible have received at least one dose of the vaccination shot, compared to a Los Angeles County average of 80% and 70% are fully vaccinated compared to 72%,

**WHEREAS**, currently 91.9% of 65+ year old residents are fully vaccinated compared to the county average of 85% and there are 21,418 recorded cases with 257 deaths in our City; and

**WHEREAS**, until the State of California rescinds its guiding emergency declarations, or they expire, it remains in the interest of public health and safety to continue with the Local Emergency.

**NOW, THEREFORE, THE CITY COUNCIL FOR 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.** After duly considering all the information presented by the Director of Emergency Services/Interim City Manager, the City Council does hereby continue to find and resolve that

there is still a need to extend the Local Emergency within the City as a result of the ongoing COVID-19 Pandemic.

**SECTION 3.** The City Council does hereby declare and reaffirm:

1. A Local Emergency continues to exist throughout the City.
2. During the existence of said Local Emergency, the powers, functions, and duties of the emergency organization of the City shall be those prescribed by state law and by ordinances and resolutions of the City, as approved by the City Council.
3. During the existence of said Local Emergency, the City shall follow and impose all directives, mandates, executive orders, and any other emergency-related restrictions issued by the State of California and/or the County of Los Angeles, including all social distancing recommendations.
4. Should he deem it necessary, the Director of Emergency Services is authorized to direct the immediate closure of City facilities (including City Hall) during normal business hours.
5. The Director of Emergency Services' purchasing authority limitation lifted to authorize the spending of all funds during the effective term of this emergency to meet the needs of addressing the COVID-19 Local Emergency. The Director of Emergency Services shall cause a report on expenditures to be submitted to the City Council within 10 business days after the end of each month.
6. The normal City goods and service procurement requests and purchase practices, including bidding requirements, are stayed during this period of emergency.
7. Purchases of items that are not budgeted are authorized to be purchased to respond during this Local Emergency.
8. All City officers and employees are authorized to take steps requested by the Director of Emergency Services to qualify for reimbursement by the Federal Emergency Management Agency and other state and federal relief programs for expenses incurred by the City in addressing this emergency.
9. Other actions deemed necessary by the Director of Emergency Services to reasonably respond to the emergency and to effectively serve the community within the City.
10. The Local Emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of South Gate, or the State of California ceases its declaration of emergency relating to COVID-19, whichever is sooner.

11. City staff will continue to monitor Governor Gavin Newsom's Executive Orders, and any related orders issued by the County of Los Angeles Department of Public Health, and will modify the City's emergency-related policies and procedures accordingly, and
12. This Resolution shall terminate on its own accord upon the expiration of the Governor's State of Emergency Order, or as may be determine by the City Council, whichever occurs first. As required by law, the City Council shall review the need to continue the Local Emergency mandate every sixty (60) days, at a minimum, until this Resolution is terminated.

**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 23<sup>rd</sup> day of November 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



CITY MANAGER'S OFFICE

City of South Gate

CITY COUNCIL

NOV 16 2021

7:20 pm

AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: City Manager's Office

Interim City Manager: [Signature] Chris Jeffers

Interim City Manager: [Signature] Chris Jeffers

SUBJECT: RESOLUTION AUTHORIZING CITY MANAGER TO IMPLEMENT RECRUITMENT AND REFFERAL BONUSES PROGRAM

PURPOSE: Establishing a Recruitment and Referral Bonus Program for critical positions.

RECOMMENDED ACTION: The City Council shall consider:

- a. Adopting a Resolution approving a recruitment bonus program for hiring critical positions along with a referral bonus by City Employees for new employees; and
- b. Authorizing the City Manager to execute documents necessary to effectuate the actions, including employee agreements and any amendments thereto, as approved by the City Attorney.

FISCAL IMPACT: No specific impact is known at this time. It is anticipated that the two programs would potentially expend approximately \$30,000 annually during any given fiscal year. The funding sources would be based on the employee's funding allocation. It is anticipated that costs would be offset by the normal salary savings that occur with any vacant position, given the normal recruitment process takes between 3-4 months and creates a savings of about \$15,000 to \$30,000 for a vacant position.

ANALYSIS: As employers begin seeking employees for various vacant positions in an effort to fully open in a semi-post COVID-19 Pandemic, they are struggling to attract qualified individuals for many technical or public safety positions. The City of South Gate has experienced this situation in recent recruitments for executive positions and positions requiring licenses from the State of California (i.e., Engineers, Dispatchers, and Police Officers).

There are many complex reasons for shortages or the limited numbers going into certain professions.

Increase in e-commerce. Along with retail, one of the sectors facing the biggest challenges in labor is supply chain and logistics. Before the emergence of the Coronavirus, e-commerce was on track to continue its explosive growth. The Pandemic simply fueled adoption and accelerated digital transformation, forcing businesses to adapt to today's shift in consumer behavior and shopping habits, and within unexpected generations and cultures to boot. Businesses had no option but to shift quickly to remain afloat during this time of economic uncertainty, and in-turn created more blue-collar jobs to fill.

**Shift in demographics.** Over the past 50 years, the country has undergone massive cultural and societal changes, including shifts in education level. Millennials today are generally better educated, with approximately 40% holding a bachelor's degree or higher, compared with 29% of Generation X and 25% of Baby Boomers. As Gen X steps into more senior positions that Baby Boomers have retired from, Millennials and Gen Z now making up the majority of the workforce. In addition to there being fewer people in the labor market overall, today's candidates look to white-collar positions to utilize their degree, while the blue-collar jobs candidate market continues to shrink.

**Evolution of the gig economy.** Many gig worker businesses such as Uber, Lyft, DoorDash and InstaCart offer people the ultimate flexibility and the option to work whatever hours or days they want — a perk coveted and prioritized by the younger working generations. Before COVID-19, independent workers were a growing part of the labor force, with more than a third of workers being involved in the gig economy. In 2020, their wages and participation grew 33%.

**Lack of access to and high cost of childcare.** This factor is due to higher operating costs among providers, higher expenses for parents, and increased scarcity since some childcare centers closed permanently during the Pandemic. Across the U.S., 72% of families report paying more for childcare now than before the Pandemic, and many parents are opting to reduce their work hours or leave the workforce completely to care for their children.

**Pandemic relief and unemployment benefits.** Temporary stimulus checks and greater unemployment benefits during the Pandemic gave many Americans breathing room to reevaluate their career paths: whether in search of more money, greater flexibility, or a higher level of personal satisfaction. In addition to unprecedented layoffs and furloughs in the face of the Pandemic, a dramatic number of employees resigned in search of new opportunities or a change in industries. A record 4 million people quit their jobs in April 2021.

**Flexibility and work-life balance.** Today, schedule flexibility and a healthy work-life balance are almost as critical as pay for workers, if not their top priority. Approximately 80% of young workers say they seriously consider how a position will affect their work-life balance prior to accepting a position. Employers who are unable to offer work-from-home opportunities are offering different shift options to cater to their employees' schedules for childcare, with four 10-hour days becoming more popular. Reportedly, 73% of workers would prefer an extra five days of paid time off over an increase of \$1 an hour, leading to employers offering additional paid time-off (PTO) and additional flexibility to take time off in smaller increments for appointments.

**Increase productivity and efficiency.** Businesses can reduce their labor needs by improving the productivity and efficiency of their workforce. Labor management systems (LMS), gamification and other tech-based approaches can help boost productivity by an average of 10% to 15%. Additionally, a well-run incentive program that is aligned with corporate metrics such as gross margin and labor spending can increase productivity by 5% to 10%. While financial incentives are most effective, non-monetary incentive programs can be successful as well.

Thus, as an employer, we are competing with all other municipal employers for filling various positions. Compounding these factors is the fact that governmental services are human provided for the most part. You cannot automate out the need for a Police Officer, Engineer, or other hands-on

driven operations. Thus, as employers, we find ourselves trying to implement an array of possible tools to attract the most qualified individuals to serve the community of South Gate.

One such tool is both a sign-on and referral bonus. This bonus can help mitigate some salary disadvantages between employers; provide an incentive to stay longer with organizations and rewarding existing employees who assist in the recruitment of new employees to the organization. Attracting new employees is often better done by existing employees advertising openings and encouraging similar hard-working prospects to join the organization.

Proposed criteria for the referral would include:

- Prohibition of Elected Officials, City Manager and Executive Department Directors from receiving any bonus.
- Payout would only occur upon the “referred” employee being selected (one-half) and passing probation (remaining second half).
- Prohibition of any employee involved in the formal hiring decision/recommendation process.
- In cases where multiple employees submit a referral simultaneously of the same individual, those employees would divide the eligible bonus among themselves.
- To be eligible, a City employee would need to have notified Human Resources prior to the close of the recruitment for a particular position of the name of the individual they have recruited/referred. They would also have to be named by the new employee as a referral.
- Human Resources will be the deciding authority of whether an existing City employee has referred a prospective applicant in a timely manner and met the criteria in other areas.
- The bonus would range from \$1,000 to \$2,000, depending on if the position had been declared a qualified hard to fill position (\$2,000) or a regular recruitment (\$1,000).
- This bonus program can be suspended at any time by the City.

Proposed criteria for sign-on bonus:

- Prohibition by an existing in-house candidate filling the position.
- Employee must pass probationary period or 18 months of successful employment.
- The position must be designated as a “hard to fill” position prior to filling/advertisement.
- No part-time positions are eligible for this program.
- The City Manager is the only authorized individual to designate such a recruitment upon the request of the Department Director. The City Manager’s decision cannot be appealed.
- Factors to consider may be a) limited qualified applicants in previous recruitments in the prior 24-months, b) specialized positions needing licenses/certificates c) only full-time positions and d) other unique conditions advocated by the Department Director to the City Manager.
- Sign-on bonus shall be paid in two installments. The first half will be paid upon the first payroll period after being appointed and the second half will be paid upon the successful completion of either the probationary period or 18-months for at-will positions.
- The bonus amount would range between \$5,000 and \$10,000 depending on the level of the position being sought and difficulty in obtaining sufficient qualified applicants.
- This bonus program can be suspended at any time by the City.

Cities that have similar type programs report that between 2-4 referrals and sign on bonuses are usually awarded during any given year. We would expect similar results with the City of South Gate. The prevalent positions that most cities apply the sign-on bonus relate to first-responder recruitments;

however, in recent years, cities have seen the need for certain engineering positions and other highly technical positions within their organizations.

**BACKGROUND:**

To better secure high qualified applicants for various positions with public organizations, many cities are turning to sign-on bonuses. The benefit of this process is to incentivize applicants without the need to offer an on-going compensation adjustment to the entire class. During the Pandemic, we are seeing many private companies offer incentives of up to \$100,000 (GlobalData report). City of Santa Cruz is offering \$20,000 for lateral Police Officers. City of Palm Springs is offering up to \$10,000 for new lateral officers. City of Oklahoma City is offering up to \$5,500 for hard-to-fill non-sworn positions.

In reference to referral bonuses, many organizations are viewing such bonuses as part of the recruitment process. What better way to potentially market the organization as a good employer than to involve current employees in identifying new members. In addition, current employees could have access to applicant pools that traditional advertising may not be reaching. Data shows that referral bonuses tend to also secure employees that will add value to the organization as better co-workers.

**ATTACHMENT:** Proposed Resolution

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE  
APPROVING A RECRUITMENT BONUS AND REFERRAL BONUS PROGRAM AND  
AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN AGREEMENTS  
WITH ELIGIBLE EMPLOYEES**

**WHEREAS**, the City of South Gate is a public employer for approximate 450 individuals, annually, and during any given time maybe be conducting 5 or more recruitments for individuals to fill various approved positions within the organization;

**WHEREAS**, during this COVID-19 pandemic period, the City, like other public employers, has experienced difficulty in attracting a sufficient pool of qualified candidates for some positions despite having competitive compensation levels as similar public agencies within our recruitment area;

**WHEREAS**, many private and public employers are adopting recruitment or sign-on bonuses as an additional tool to help secure sufficiently qualified individuals for their vacant positions. A few cities that have implemented recruitment and/or referral bonuses include Santa Cruz, Long Beach, Glendora, Anaheim, Palm Springs, and Monterey Park;

**WHEREAS**, engaging current City employees to assist in attracting and encouraging well qualified applicants to seek employment opportunities with the City of South Gate is an extremely beneficial way to further spread the word of on-going recruitments along with them becoming city ambassadors of why working for the City of South Gate is a great opportunity;

**WHEREAS**, being able to recruit and attract potential well-qualified candidates is critical to the City providing the best service to the community and bonus programs are helpful tools in that endeavor and will, hopefully, give a strategic advantage over similar cities in our region which may not be considering these incentives as an investment in seeking well-qualified candidates, especially for those in hard to fill recruitments; and

**WHEREAS**, the costs of such bonuses are offset by the salary savings associated with the vacant position involved in the recruitment process.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, 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 approves a recruitment bonus program for designated “hard to fill” positions by the City Manager in advance of the recruitment opening. Such bonuses shall range from \$5,000 to \$10,000 to be determined by severity of the difficulty likely to be experienced for a particular recruitment associated with a vacant position within the City in the sole discretion of the City Manager. The City Manager shall adopt necessary program guidelines consistent with those presented to the City Council at its November 23, 2021, meeting.

**SECTION 3.** The City Council approves a referral bonus program for eligible City employees who refer and recruit new full-time employees to the City of South Gate. Such bonuses shall range from \$1,000 to \$2,000. The bonuses will be determined based on whether a recruitment has been determined as a “hard to fill” position or is simply a normal recruitment. The designation of such positions is in the sole discretion of the City Manager. The City Manager shall adopt necessary program guidelines consistent with those presented to the City Council at its November 23, 2021, meeting.

**SECTION 4.** Distribution of payments for qualified referral bonuses shall be made in two installments to eligible employee. The first installment (50%) shall be made upon the referred new employee beginning work for the City of South Gate and the second and final installment (remaining 50%) shall be made upon completion of probation or 18 months for a new exempt employee.

**SECTION 5.** Distribution of payments for recruitment/sign-on bonuses shall be made in two installments to the qualified new employees hired to fill a designated “hard to fill” position by the City Manager. The first installment (50%) shall be paid in the first payroll period for the eligible employee. The second and final installment (remaining 50%) shall be paid upon passing probation or 18 months for exempt positions.

**SECTION 6.** The City Council approves a referral bonus program for current eligible city employees to assist the City in its recruitment of vacant positions. The City Manager shall adopt necessary program guidelines to ensure such program is fair and transparent.

**SECTION 7.** The City Manager is hereby authorized to execute documents necessary to effectuate the actions, including employee agreements and any amendments thereto, as approved by the City Attorney.

[Remainder of this page left blank intentionally.]

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

**PASSED, APPROVED, and ADOPTED** this **23<sup>rd</sup>** day of **November 2021**.

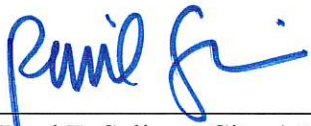
**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Al Rios, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

CITY MANAGER'S OFFICE

NOV 17 2021

2:30pm


City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: Office of the City Attorney

Department Director:   
Raul F. Salinas, City Attorney

Interim City Manager:   
Chris Jeffers

**SUBJECT: PARTICIPATION BY THE CITY OF SOUTH GATE IN THE NATIONAL OPIOID SETTLEMENTS APPROVED BY THE STATE OF CALIFORNIA**

**PURPOSE:** To participate in two nationwide settlement agreements approved by the State of California and 41 other states, that if approved nationwide, will provide substantial funds for the abatement of the opioid epidemic in California and throughout the United States. The two settlements involve the three largest pharmaceutical distributors, McKesson, Cardinal Health and Amerisource Berger (collectively, "Distributors"), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Janssen"). The deadline to join in these settlement agreements is January 2, 2022.

**RECOMMENDED ACTION:** The City Council will consider:

- a. Approving the Subdivision Settlement Participation Form electing to participate in the Distributor Settlement Agreement, dated as of July 21, 2021;
- b. Approving the California State – Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Distributor Settlement;
- c. Approving the Subdivision Settlement Participation Form electing to participate in the Janssen Settlement Agreement, dated as of July 21, 2021;
- d. Approving the California State – Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Janssen Settlement; and
- e. Delegating and authorizing the City Manager to (i) execute, in place and in lieu of the City Mayor, the Distributor Settlement Agreement and the Janssen Settlement Agreement and all related documents, and (ii) take any additional actions as may be required to allow the City of South Gate to participate in the receipt of such funds, in a form approved by the City Attorney.

**FISCAL IMPACT:** No adverse impact to the City. The actual amount to be received by the City is uncertain at this time. The amount received is subject to change based on the number of cities and local agencies which participate in the National Settlements. The amount is also subject to a use of a percentage formula assigned to the City, multiplied by the amount of the actual settlement funds awarded to California.



**ANALYSIS:** If the City elects to participate in two National Opioid settlements, it must do so by January 2, 2022. The recommended action, if approved, will formalize the City's authorization and participation in those settlements, by permitting the City Manager to execute all necessary agreements and related documentation on a timely basis.

**BACKGROUND:** More than 3500 opioid cases have been filed by numerous stakeholder plaintiffs and consolidated before a federal court in Ohio, entitled National Prescription Opiate Litigation, United States District Court, Northern District of Ohio, Eastern Division, MDL No. 2804 and are the subject of pending settlement agreements. One settlement involves three opioid distributors (previously referenced above as the "Distributors Settlement"). Because of its size, the entire agreement is not attached but is available through the following link: <https://oag.ca.gov/system/files/media/final-distributor-settlement-agreement-10222021-exhibit-updates.pdf>

The other settlement agreement involves an opioid manufacturer (previously referenced above as the "Janssen Settlement"). The entire agreement, also lengthy in nature, is available through the following link: <https://nationalopioidsettlement.com/wp-content/uploads/2021/09/Janssen-7-30-21-updated-20210920.pdf>

Forty-two states, including California, have agreed to join the two national settlements (collectively "National Settlements"). The Distributors Settlement will pay \$5 billion over 9 years, while the Janssen Settlement will pay \$21 billion over 18 years, nationwide. About \$23.5 billion of the maximum \$26 billion would be available to be paid for abatement if there is full participation in the settlement. Of this amount, about \$760 million is set aside as a credit with the Tribes and certain subdivisions, leaving a "net abatement" of \$22.8 billion. California expects to receive 9.92% of the national settlement funds (\$2.26 billion). The amounts that California will receive will be divided into three funds: (1) State funds 15% (\$339 million); (2) CA Subdivision Fund (15%) (\$339 million); and (3) California Abatement Accounts Fund (70%) (\$1.582 billion). The City is eligible to participate in only the third fund, based on its assigned percentage.

Phase 1 has resulted in 42 states, including California, deciding to participate in the settlement. Phase 2 requires cities and other subdivisions in those states to decide whether to participate in the settlement. Phase 2 will end January 2, 2022. All cities in California are being encouraged to participate in the National Settlements to achieve maximum amount of settlement eligibility. Indeed, California's portion of funds may be reduced if a critical mass of counties and cities do not join the settlement. During Phase 2, the Distributors and Janssen each then have 30 days to again decide whether there is enough "critical mass" to proceed with the respective agreements ("Reference Date"). During Phase 3, each settling State will seek entry of a consent judgment to implement the releases and injunctive relief. No settlement funds will be released until a consent judgment has been entered.

Of the amounts to be distributed to California, seventy percent (70%) of those are required to be used for future opioid remediation and will be placed in a restricted account (the "CA Abatement Account Funds") to be allocated using an allocation model reflecting city and county participation percentages. The percentages were calculated using population adjusted data for the proportionate share of the impact of the opioid epidemic using objective national data, including: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the states. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm. The percentages allocated to

the City under both agreements are the same: 0.020% (Abatement Percentage) and 0.0166272 (Weighted Allocation Percentage).

To sign onto the National Settlements, cities and counties must accept the Proposed California State-Subdivision Agreements (See Attachments B and D). If a city or county does not join, its share of the California Abatement Accounts Fund will go to the State. Participation in both National Settlements will require the City to execute the four items listed in the "Recommended Action", above, and attached here as Attachments A-D.

- ATTACHMENTS:**
- A. Subdivision Settlement Participation Form for Distributor Settlement Agreement
  - B. California State – Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Distributor Settlement
  - C. Subdivision Settlement Participation Form for Janssen Settlement Agreement
  - D. California State – Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Janssen Settlement

**EXHIBIT K****Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Proposed California State-Subdivision Agreement  
Regarding Distribution and Use of  
Settlement Funds – Distributor Settlement**

**1. Introduction**

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.<sup>1</sup> For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

**2. Definitions**

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

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<sup>1</sup> A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

### **3. General Terms**

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

### **4. State Allocation**

The Settlement Fund payments to California,<sup>2</sup> pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

#### **A. State of California Allocation**

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

#### **B. CA Abatement Accounts Fund**

##### **i. Allocation of CA Abatement Accounts Funds**

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

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<sup>2</sup> For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.



**ii. Use of CA Abatement Accounts Funds**

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
  - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
  - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
  - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
  - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
  - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

### **iii. CA Abatement Accounts Fund Oversight**

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

### **C. CA Subdivision Fund**

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

**D. Provision for State Back-Stop Agreement**

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

## **5. State and Subdivision Reporting**

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

**6. Miscellaneous**

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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**DISCLAIMER:** The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	<b>2.4237952%</b>
City	Alameda	Alameda	0.069%		<b>0.0570162%</b>
City	Albany	Alameda	0.013%		<b>0.0107768%</b>
City	Berkeley	Alameda	0.152%		<b>0.1249656%</b>
City	Dublin	Alameda	0.033%	0.040%	<b>0.0338810%</b>
City	Emeryville	Alameda	0.023%		<b>0.0185765%</b>
City	Fremont	Alameda	0.108%		<b>0.0888576%</b>
City	Hayward	Alameda	0.117%		<b>0.0966218%</b>
City	Livermore	Alameda	0.054%		<b>0.0446740%</b>
City	Newark	Alameda	0.026%		<b>0.0217626%</b>
City	Oakland	Alameda	0.486%	0.595%	<b>0.5055601%</b>
City	Piedmont	Alameda	0.014%		<b>0.0114064%</b>
City	Pleasanton	Alameda	0.067%		<b>0.0554547%</b>
City	San Leandro	Alameda	0.039%		<b>0.0321267%</b>
City	Union City	Alameda	0.043%		<b>0.0352484%</b>
County	<i>Amador County</i>	Amador	0.226%	0.277%	<b>0.2349885%</b>
County	<i>Butte County</i>	Butte	1.615%	1.975%	<b>1.6783178%</b>
City	Chico	Butte	0.216%	0.264%	<b>0.2246499%</b>
City	Oroville	Butte	0.079%		<b>0.0646595%</b>
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	<b>0.2351644%</b>
County	<i>Colusa County</i>	Colusa	0.059%		<b>0.0489221%</b>
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	<b>2.1844585%</b>
City	Antioch	Contra Costa	0.037%		<b>0.0301879%</b>
City	Brentwood	Contra Costa	0.026%		<b>0.0215339%</b>
City	Clayton	Contra Costa	0.002%		<b>0.0018060%</b>
City	Concord	Contra Costa	0.055%		<b>0.0456676%</b>
City	Danville	Contra Costa	0.010%		<b>0.0082255%</b>
City	El Cerrito	Contra Costa	0.023%		<b>0.0189024%</b>
City	Hercules	Contra Costa	0.010%		<b>0.0078273%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

## APPENDIX 1

<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Hermosa Beach	Los Angeles	0.018%		<b>0.0145307%</b>
City	Huntington Park	Los Angeles	0.023%		<b>0.0190667%</b>
City	Inglewood	Los Angeles	0.059%		<b>0.0489195%</b>
City	La Cañada Flintridge	Los Angeles	0.003%		<b>0.0025565%</b>
City	Lakewood	Los Angeles	0.005%		<b>0.0039971%</b>
City	La Mirada	Los Angeles	0.010%		<b>0.0081572%</b>
City	Lancaster	Los Angeles	0.045%		<b>0.0369689%</b>
City	La Puente	Los Angeles	0.002%		<b>0.0012999%</b>
City	La Verne	Los Angeles	0.024%		<b>0.0194190%</b>
City	Lawndale	Los Angeles	0.002%		<b>0.0017731%</b>
City	Lomita	Los Angeles	0.004%		<b>0.0031940%</b>
City	Long Beach	Los Angeles	0.439%		<b>0.3614151%</b>
City	Los Angeles	Los Angeles	2.715%	3.321%	<b>2.8218811%</b>
City	Lynwood	Los Angeles	0.016%		<b>0.0134345%</b>
City	Malibu	Los Angeles	0.002%		<b>0.0019269%</b>
City	Manhattan Beach	Los Angeles	0.032%		<b>0.0260686%</b>
City	Maywood	Los Angeles	0.004%		<b>0.0035528%</b>
City	Monrovia	Los Angeles	0.031%		<b>0.0254455%</b>
City	Montebello	Los Angeles	0.030%		<b>0.0250670%</b>
City	Monterey Park	Los Angeles	0.031%		<b>0.0256677%</b>
City	Norwalk	Los Angeles	0.031%		<b>0.0258228%</b>
City	Palmdale	Los Angeles	0.046%		<b>0.0375827%</b>
City	Palos Verdes Estates	Los Angeles	0.006%		<b>0.0053102%</b>
City	Paramount	Los Angeles	0.011%		<b>0.0091483%</b>
City	Pasadena	Los Angeles	0.146%		<b>0.1200524%</b>
City	Pico Rivera	Los Angeles	0.022%		<b>0.0183333%</b>
City	Pomona	Los Angeles	0.111%		<b>0.0911933%</b>
City	Rancho Palos Verdes	Los Angeles	0.002%		<b>0.0012645%</b>
City	Redondo Beach	Los Angeles	0.062%		<b>0.0506992%</b>
City	Rosemead	Los Angeles	0.003%		<b>0.0028260%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<b><i>Merced County</i></b>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<b><i>Modoc County</i></b>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<b><i>Mono County</i></b>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<b><i>Monterey County</i></b>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<b><i>Napa County</i></b>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<b><i>Nevada County</i></b>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<b><i>Orange County</i></b>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		<b>0.0455980%</b>
City	Fullerton	Orange	0.137%	0.168%	<b>0.1425744%</b>
City	Garden Grove	Orange	0.213%		<b>0.1752482%</b>
City	Huntington Beach	Orange	0.247%	0.302%	<b>0.2568420%</b>
City	Irvine	Orange	0.139%	0.170%	<b>0.1442350%</b>
City	Laguna Beach	Orange	0.047%	0.058%	<b>0.0493043%</b>
City	Laguna Hills	Orange	0.014%		<b>0.0115457%</b>
City	Laguna Niguel	Orange	0.001%		<b>0.0007071%</b>
City	Laguna Woods	Orange	0.001%		<b>0.0006546%</b>
City	La Habra	Orange	0.060%	0.073%	<b>0.0621049%</b>
City	Lake Forest	Orange	0.012%		<b>0.0101249%</b>
City	La Palma	Orange	0.012%		<b>0.0095439%</b>
City	Los Alamitos	Orange	0.008%		<b>0.0069190%</b>
City	Mission Viejo	Orange	0.014%		<b>0.0117560%</b>
City	Newport Beach	Orange	0.179%		<b>0.1470134%</b>
City	Orange	Orange	0.150%		<b>0.1231320%</b>
City	Placentia	Orange	0.029%	0.035%	<b>0.0298912%</b>
City	Rancho Santa Margarita	Orange	0.001%		<b>0.0006296%</b>
City	San Clemente	Orange	0.008%	0.010%	<b>0.0086083%</b>
City	San Juan Capistrano	Orange	0.008%		<b>0.0065510%</b>
City	Santa Ana	Orange	0.502%	0.614%	<b>0.5213866%</b>
City	Seal Beach	Orange	0.020%		<b>0.0165891%</b>
City	Stanton	Orange	0.035%		<b>0.0291955%</b>
City	Tustin	Orange	0.073%		<b>0.0600341%</b>
City	Westminster	Orange	0.104%	0.127%	<b>0.1082721%</b>
City	Yorba Linda	Orange	0.044%		<b>0.0362223%</b>
County	<b>Placer County</b>	Placer	1.045%	1.278%	<b>1.0861002%</b>
City	Auburn	Placer	0.017%		<b>0.0141114%</b>
City	Lincoln	Placer	0.031%		<b>0.0255599%</b>
City	Rocklin	Placer	0.076%		<b>0.0625485%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		<b>0.0465312%</b>
City	Elk Grove	Sacramento	0.130%		<b>0.1066994%</b>
City	Folsom	Sacramento	0.108%		<b>0.0890850%</b>
City	Galt	Sacramento	0.017%		<b>0.0143704%</b>
City	Rancho Cordova	Sacramento	0.008%		<b>0.0067679%</b>
City	Sacramento	Sacramento	0.721%	0.882%	<b>0.7496530%</b>
County	<b><i>San Benito County</i></b>	San Benito	0.106%	0.130%	<b>0.1101417%</b>
City	Hollister	San Benito	0.027%		<b>0.0225355%</b>
County	<b><i>San Bernardino County</i></b>	San Bernardino	3.259%	3.987%	<b>3.3878124%</b>
City	Adelanto	San Bernardino	0.008%		<b>0.0066640%</b>
City	Apple Valley	San Bernardino	0.025%		<b>0.0207360%</b>
City	Barstow	San Bernardino	0.015%		<b>0.0122056%</b>
City	Chino	San Bernardino	0.064%		<b>0.0525893%</b>
City	Chino Hills	San Bernardino	0.001%		<b>0.0006388%</b>
City	Colton	San Bernardino	0.031%		<b>0.0253443%</b>
City	Fontana	San Bernardino	0.112%		<b>0.0920543%</b>
City	Grand Terrace	San Bernardino	0.006%		<b>0.0051051%</b>
City	Hesperia	San Bernardino	0.035%		<b>0.0291522%</b>
City	Highland	San Bernardino	0.004%		<b>0.0029061%</b>
City	Loma Linda	San Bernardino	0.009%		<b>0.0071188%</b>
City	Montclair	San Bernardino	0.039%		<b>0.0322108%</b>
City	Ontario	San Bernardino	0.179%		<b>0.1472934%</b>
City	Rancho Cucamonga	San Bernardino	0.084%		<b>0.0689431%</b>
City	Redlands	San Bernardino	0.057%		<b>0.0469150%</b>
City	Rialto	San Bernardino	0.073%		<b>0.0603206%</b>
City	San Bernardino	San Bernardino	0.178%		<b>0.1461880%</b>
City	Twentynine Palms	San Bernardino	0.002%		<b>0.0012605%</b>
City	Upland	San Bernardino	0.052%		<b>0.0424460%</b>
City	Victorville	San Bernardino	0.033%		<b>0.0269400%</b>
City	Yucaipa	San Bernardino	0.016%		<b>0.0128772%</b>



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<b>San Diego County</b>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<b>San Francisco</b>	San Francisco	3.026%	3.702%	3.1457169%
County	<b>San Joaquin County</b>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<b>San Luis Obispo County</b>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<b><i>Santa Cruz County</i></b>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<b><i>Shasta County</i></b>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<b><i>Siskiyou County</i></b>	Siskiyou	0.228%	0.279%	0.2373393%
County	<b><i>Solano County</i></b>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<b><i>Sonoma County</i></b>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>

## APPENDIX 2

### Cost Reimbursement Procedure

#### 1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

#### 2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
  - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V.B.2 of the Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.



- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

### APPENDIX 3

#### CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

The undersigned, South Gate city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement is a requirement to be an Initial Participating Subdivision in the Distributor Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Settlement Participation Form**

Governmental Entity: South Gate city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:
- General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Proposed California State-Subdivision Agreement  
Regarding Distribution and Use of  
Settlement Funds – Janssen Settlement**

**1. Introduction**

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.<sup>1</sup> For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

**2. Definitions**

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.
- b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

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<sup>1</sup> A parallel but separate agreement (the “CA Distributor Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

### **3. General Terms**

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

### **4. State Allocation**

The Settlement Fund payments to California,<sup>2</sup> pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

#### **A. State of California Allocation**

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

#### **B. CA Abatement Accounts Fund**

##### **i. Allocation of CA Abatement Accounts Funds**

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

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<sup>2</sup> For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.



Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

**ii. Use of CA Abatement Accounts Funds**

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
  - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
  - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
  - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
  - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
  - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

**iii. CA Abatement Accounts Fund Oversight**

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

**C. CA Subdivision Fund**

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

**D. Provision for State Back-Stop Agreement**

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

## **5. State and Subdivision Reporting**

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

**6. Miscellaneous**

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, South Gate city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX 1

**DISCLAIMER:** The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	100.000%	100.000%	100.000%
			Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<b>Del Norte County</b>	Del Norte	0.114%	0.140%	0.1189608%
County	<b>El Dorado County</b>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<b>Fresno County</b>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<b>Glenn County</b>	Glenn	0.107%	0.131%	0.1116978%
County	<b>Humboldt County</b>	Humboldt	1.030%	1.260%	1.0703185%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<b>Imperial County</b>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<b>Inyo County</b>	Inyo	0.073%	0.089%	0.0754413%
County	<b>Kern County</b>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<b>Kings County</b>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<b>Lake County</b>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<b>Lassen County</b>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<b>Los Angeles County</b>	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<b>Madera County</b>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<b>Marin County</b>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<b>Mariposa County</b>	Mariposa	0.084%	0.103%	0.0876131%
County	<b>Mendocino County</b>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<b>Merced County</b>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<b>Modoc County</b>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<b>Mono County</b>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<b>Monterey County</b>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<b>Napa County</b>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<b>Nevada County</b>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<b>Orange County</b>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	<b>Placer County</b>	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<b>San Benito County</b>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<b>San Bernardino County</b>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		<b>0.0021228%</b>
County	<b>San Diego County</b>	San Diego	5.706%	6.980%	<b>5.9309748%</b>
City	Carlsbad	San Diego	0.128%		<b>0.1050485%</b>
City	Chula Vista	San Diego	0.189%	0.231%	<b>0.1961456%</b>
City	Coronado	San Diego	0.044%		<b>0.0359095%</b>
City	El Cajon	San Diego	0.113%		<b>0.0933582%</b>
City	Encinitas	San Diego	0.061%	0.074%	<b>0.0630289%</b>
City	Escondido	San Diego	0.145%		<b>0.1192204%</b>
City	Imperial Beach	San Diego	0.014%		<b>0.0118283%</b>
City	La Mesa	San Diego	0.055%	0.068%	<b>0.0575593%</b>
City	Lemon Grove	San Diego	0.022%		<b>0.0183911%</b>
City	National City	San Diego	0.080%		<b>0.0656808%</b>
City	Oceanside	San Diego	0.213%		<b>0.1753428%</b>
City	Poway	San Diego	0.062%		<b>0.0511040%</b>
City	San Diego	San Diego	1.975%	2.416%	<b>2.0531169%</b>
City	San Marcos	San Diego	0.089%		<b>0.0733897%</b>
City	Santee	San Diego	0.033%		<b>0.0268401%</b>
City	Solana Beach	San Diego	0.017%		<b>0.0138564%</b>
City	Vista	San Diego	0.052%		<b>0.0425144%</b>
Consolidated	<b>San Francisco</b>	San Francisco	3.026%	3.702%	<b>3.1457169%</b>
County	<b>San Joaquin County</b>	San Joaquin	1.680%	2.055%	<b>1.7460399%</b>
City	Lathrop	San Joaquin	0.009%		<b>0.0075394%</b>
City	Lodi	San Joaquin	0.053%		<b>0.0439484%</b>
City	Manteca	San Joaquin	0.054%		<b>0.0443454%</b>
City	Ripon	San Joaquin	0.013%		<b>0.0104219%</b>
City	Stockton	San Joaquin	0.313%	0.383%	<b>0.3256176%</b>
City	Tracy	San Joaquin	0.084%		<b>0.0692047%</b>
County	<b>San Luis Obispo County</b>	San Luis Obispo	0.816%	0.999%	<b>0.8484126%</b>
City	Arroyo Grande	San Luis Obispo	0.024%		<b>0.0199053%</b>
City	Atascadero	San Luis Obispo	0.029%		<b>0.0240680%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<b>San Mateo County</b>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<b>Santa Barbara County</b>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<b>Santa Clara County</b>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<b>Santa Cruz County</b>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<b>Shasta County</b>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<b>Siskiyou County</b>	Siskiyou	0.228%	0.279%	0.2373393%
County	<b>Solano County</b>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<b>Sonoma County</b>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<b>Stanislaus County</b>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<b>Sutter County</b>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<b>Tehama County</b>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<b>Trinity County</b>	Trinity	0.082%	0.101%	0.0855476%
County	<b>Tulare County</b>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<b>Tuolumne County</b>	Tuolumne	0.486%	0.594%	0.5047621%
County	<b>Ventura County</b>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<b>Yolo County</b>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<b>Yuba County</b>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>

CA

## APPENDIX 2

### Cost Reimbursement Procedure

#### 1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

#### 2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
  - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for



Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VI.B.2 of the Janssen Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report

of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Janssen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Janssen Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

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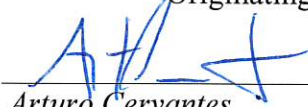
City of South Gate  
CITY COUNCIL

AGENDA BILL


For the Regular Meeting of: November 23, 2021

Originating Department: Public Works

Department Head:

  
Arturo Cervantes

Interim City Manager:

  
Chris Jeffers

**SUBJECT: RESOLUTION APPROVING TRANSFER AGREEMENT NO. 2021RPLLAR05 WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE SAFE, CLEAN WATER PROGRAM FUNDS, REGIONAL PROGRAM (MEASURE W)**

**PURPOSE:** Known as Measure W, the Safe, Clean Water Program provides a regional grant funding program to increase water supply, improve water quality, and provide community enhancements throughout Los Angeles County. The City competitively applied for funding for the Urban Orchard Project and was awarded a grant in the amount of \$5,438,000 for construction, water quality monitoring and operations and maintenance. Approval by Resolution of the Transfer Agreement No. 2021RPLLAR05 with Los Angeles County Flood Control District is necessary to receive the funds.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Adopting a Resolution to approve the Transfer Agreement No. 2021RPLLAR05 between the City and the Los Angeles County Flood Control District for the Safe, Clean Water Program-Regional Fund Program ("Transfer Agreement") to receive the \$5,438,000 awarded for the Urban Orchard Project;
- b. Authorizing the Mayor to execute the Transfer Agreement in a form acceptable to the City Attorney;
- c. Appropriating \$5,438,000 in Measure W Regional Grant Funds to Account No. No. 311-790-61-9214 to fund construction, water quality monitoring, and operations and maintenance for the Urban Orchard Project;
- d. Transferring \$3,150,000 in General Funds from the Urban Orchard Project (Account No. No. 311-790-61-9214) to the Assigned for Capital Project General Fund Balance;
- e. Transferring \$816,725 in General Funds from the Urban Orchard Project (Account No. No. 311-790-61-9214) to the General Funds Reserve; and
- f. Authorizing the Assistant City Manager/Director of Public Works or designee as agent of the applicant to submit all documents pertaining to the Transfer Agreement including, but not limited to, budget plans, payment requests, progress reports, annual reports, and monitoring reports, operations and maintenance plans and other documents, which may be necessary for the completion of the Urban Orchard Project.

**FISCAL IMPACT:** The City will receive \$5,438,000 in Measure W Regional Grant Funds which will be deposited to Account No. 311-790-61-9214 to fund the Urban Orchard Project. These funds will supplant the \$3,150,000 in General Funds which will be transferred back to the Assigned for Capital Project General Fund Balance and will supplant the \$816,725 in General Funds which will be transferred back to the General Funds Reserve.

**ANALYSIS:** In October 2020, the Public Works Department, with the assistance from the Trust for Public Land, submitted a grant application to the Los Angeles Flood Control District Safe Clean Water Regional Grant Program to request funding for the Urban Orchard Project. On September 15, 2021, the City was awarded a grant in the amount of \$5,438,000 to be utilized for construction, water quality monitoring and operations and maintenance for the Urban Orchard Project. The grant program requires a resolution to enter into a transfer agreement with the Los Angeles County Flood Control District to receive the funds.

The grant funds will be distributed over a 5-year period. The City will receive \$2.2 million per year in Fiscal Year (FY) 2021/22 and FY 2022/23 for construction. The City will also receive \$346,000 per year in FY 2023/24, FY 2024/25 and FY 2025/26 for water quality monitoring, operations and maintenance. Construction funds will supplant the \$3,150,000 in Assigned for Capital Project General Funds and the \$816,725 in General Funds.

**BACKGROUND:** On November 6, 2018, the Safe, Clean Water Program, colloquially known as the Measure W ballot measure, was successfully passed by voters. The Safe Clean Water Program provides local, dedicated funding to increase water supply, improve water quality, and provide community enhancements throughout Los Angeles County. The Safe, Clean Water Program is a special parcel tax of 2.5 cents per square foot of impermeable surface area for private property. Publicly-owned parcels, including schools, are exempt under state law. The Safe, Clean Water Program was estimated to generate \$285 million annually of which 10%, 40% and 50% is programmed for the LA County Flood Control District, local agencies and a Regional Program, respectively.

The 50% share of the Safe Clean Water Program is to be used to fund infrastructure projects with regional benefits, technical resources and scientific studies at the watershed level. South Gate is part of the Lower Los Angeles River Watershed Area which receives approximately \$12.8 million annually to fund regional projects and programs.

On May 25, 2021, the City Council appropriated \$21.4 million in funds to the Urban Orchard Project. The appropriation included \$3,150,000 to the Assigned for Capital Project General Fund Balance and \$816,725 to the unassigned fund balance of the General Fund and these funds that are proposed to be supplanted by the subject grant funds. The proposed budget is summarized in the table below:

<b>Funding Source</b>	<b>Total</b>
Measure W- Regional Grant Fund (Previously Funded with General Funds)	\$5,438,000
Measure W – FY 20/21 Municipal Fund	\$475,537
Measure W – FY 21/22 Municipal Fund	\$479,982
Measure W – FY 22/23 Municipal Fund	\$479,982
Los Angeles County Flood Control District Funds	\$530,000
River and Mountain Conservancy and Private Funding (Awarded through TPL)	\$4,494,798
State Water Resources Control Board Grant	\$7,975,100
Land and Water Conservation Fund Grant	\$3,000,000
<b>Total</b>	<b>\$22,873,399</b>

As noted above, a total of \$2,482,866 in the Measure W Regional Grant funds will be used for construction, \$220,013 for construction management, \$201,170 for project administration, \$245,950 for other services, \$888,000 for operations and maintenance, \$150,000 for water quality monitoring and \$1,250,001 for contingency.

The Urban Orchard Project is now under construction. To date, the work performed has included clearing and grubbing, rough grading, wet utility installation, and electrical system installation. Construction is planned for completion in December 2022.

**ATTACHMENT:** Proposed Resolution with Transfer Agreement

GD:lc

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING A TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF SOUTH GATE, AGREEMENT NO. 2021RPLLAR05 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

**WHEREAS**, on November 6, 2018, Measure W, the Safe, Clean Water (“SCW”) Program ballot measure, was successfully passed by the voters;

**WHEREAS**, the SCW Program Ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

**WHEREAS**, the City of South Gate (“City”) was awarded SCW Funds from the Competitive Regional program in the amount of \$5,438,000 to be distributed over five years beginning FY 2021/22 to fund the construction, operation and maintenance and water quality monitoring for the Urban Orchard Project;

**WHEREAS**, to receive the SCW Program funds, the City is required to execute and submit the Transfer Agreement between the City and the Los Angeles County Flood Control District (“Transfer Agreement”), attached hereto as Exhibit “A”; and

**WHEREAS**, the Mayor must execute the Transfer Agreement to receive the SCW Regional Program funds.

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

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

**SECTION 2.** The City Council hereby approves the Transfer Agreement attached hereto as Exhibit “A.”

**SECTION 3.** The City Council hereby authorizes the Mayor to execute and submit the Transfer Agreement in a form acceptable to the City Attorney.



**SECTION 4.** The City Council hereby designates the Assistant City Manager/Director of Public Works or designee to execute and submit all other documents as it pertains to the Transfer Agreement including, but not limited to applications, payment requests, progress reports, annual reports, and monitoring reports and other documents, which may be necessary for the completion of the Urban Orchard Project.

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

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of November 2021.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Al Rios, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
CITY OF SOUTH GATE  
AGREEMENT NO. 2021RPLLAR05  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 20, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of South Gate for Urban Orchard Project, hereinafter referred to as "Recipient."

**WHEREAS**, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

**WHEREAS**, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

**WHEREAS**, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

**WHEREAS**, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

**I. DEFINITIONS**

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

“Budget Plan” means a Recipient’s plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient’s Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

**II. PARTY CONTACTS**

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	CJ Caluag	Name:	Gladis Deras
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	8650 California Ave., South Gate, CA 90280
Phone:	(626) 458-4037	Phone:	323-562-9576
Email:	CCALUAG@dpw.lacounty.gov	Email:	gderas@sogate.org

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

**III. EXHIBITS INCORPORATED BY REFERENCE**

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

## EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

### IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

### V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2021-2022 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2021-22 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

## **VI. Execution of Agreement**

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**Lower Los Angeles River**

City of South Gate

Urban Orchard Project

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

By: \_\_\_\_\_

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF WORK

### A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

### A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

### A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

### A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance



#### A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

#### A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

#### A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

#### A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
3. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

## EXHIBIT B – GENERAL TERMS AND CONDITIONS

### B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

### B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

### B-3. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

#### B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

#### B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

#### B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9<sup>th</sup>) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9<sup>th</sup>) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

<b>End-of-Activity</b>		<b>Every Third Fiscal Year</b>		
<b><u>Projected End Date</u></b>	<b><u>Audit Report Due to District</u></b>	<b><u>SIP Fiscal Year</u></b>	<b><u>Audit Period</u></b>	<b><u>Audit Report Due to District</u></b>
1/15/2023	No later than 10/31/2023	2021-22	7/1/2021 to 6/30/2024	No later than 3/31/2025

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

**B-7. Availability of Funds**

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

#### B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
  - a. Fails to operate or maintain Project in accordance with this Agreement;
  - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
  - c. Fails to remain in Good Standing (see Section B-34, below).
  - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
  - e. The Recipient fails to maintain reasonable progress toward Project Completion.
  - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
  - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.



4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

#### B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

#### B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

#### B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

#### B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

#### B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

<b><u>Fiscal Year Transferred</u></b>	<b><u>Funds Lapse After</u></b>	<b><u>Extension Request Due</u></b>	<b><u>Commit By</u></b>
2021-22	6/30/2027	No later than 3/31/2027	No later than 6/30/2028

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
  - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
  - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
  - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated

reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

- b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- f. Activity completion.

#### B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

#### B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

#### B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

#### B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

#### B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
  - a. Amount of funds received;
  - b. Percent overall Funded Activity completion estimate;
  - c. Breakdown of how the SCW Program Contribution has been expended;
  - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
  - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
  - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
  - g. Scheduling concerns and issues encountered that may delay completion of the task;
  - h. Work anticipated for the next reporting period;
  - i. Any anticipated schedule or budget modifications;

- j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
  - k. Additional financial or project-related information as required by the District;
  - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
  - m. Status of Recipient's insurance; and
  - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

<b>Quarter</b>	<b>End of Quarter</b>	<b>Report Due</b>
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

- Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
  - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
- Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
- As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

#### B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions



contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: <https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

#### B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

#### B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.

3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .

9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

#### B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

#### B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

**EXHIBIT D – ADDENDUM TO AGREEMENT**

**-DRAFT TEMPLATE-**

**ADDENDUM NO. \_\_\_\_ TO  
TRANSFER AGREEMENT NO. \_\_\_\_\_ BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND (INSERT PROJECT DEVELOPER)  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. \_\_\_\_ to Transfer Agreement No. \_\_\_\_\_, hereinafter referred to as "Addendum No. \_\_\_\_", is entered into as of \_\_\_\_\_ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and \_\_\_\_\_ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

**WHEREAS**, District and Recipient entered into Transfer Agreement No. \_\_\_\_\_, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on \_\_\_\_\_;

**WHEREAS**, the Agreement provides for the disbursement of the SCW Program Contribution for the \_\_\_\_\_ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

**WHEREAS**, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year \_\_\_\_\_;

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. \_\_\_\_\_.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the \_\_\_\_\_ Fiscal Year as described in the Budget Plan within \_\_\_\_\_ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. \_\_\_\_ has been executed by the parties hereto.

\_\_\_\_\_(Recipient)\_\_\_\_\_:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_



## EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (<https://safecleanwaterla.org/>)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 16 and 30 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>• Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90<sup>th</sup> percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

## EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

### 1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

### 2. Vegetation Maintenance

- Weed control
  - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
  - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
  - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
  - Removal of dead trees and elimination of diseased/damaged growth
  - Prevent encroachment of adjacent property and provide vertical clearance
  - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
  - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
  - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
  - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
  - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
  - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
  - Use moisture sensing devices to determine water penetration in soil.
6. Erosion Management and Control
- Inspect slopes for erosion during each maintenance activity
  - Inspect basins for erosion
  - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.
7. Ongoing Monitoring Activities
- Monitor controllable intake water flow and water elevation
  - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
  - Water quality sampling (quarterly, unless justified otherwise)
  - Checking telemetry equipment
  - Tracking and reporting inspection and maintenance records
8. Vector and Nuisance Insect Control
- Monitoring for the presence of vector and nuisance insect species
  - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
  - Managing emergent vegetation
  - Using hydraulic control structures to rapidly dewater emergent marsh areas
  - Managing flow velocities to reduce propagation of vectors
  -

**ADDITIONAL SIGNATORY PAGE FOR  
TRANSFER AGREEMENT NO. 2021RPLLAR05  
BETWEEN  
THE CITY OF SOUTH GATE  
AND  
LOS ANGELES FLOOD CONTROL DISTRICT**

**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: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT:**

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

NOV 17 2021

3:40 pm

**City of South Gate**  
CITY COUNCIL

**AGENDA BILL**

For the Regular Meeting of: **November 23, 2021**

Originating Department: **Public Works**

Department Director: \_\_\_\_\_

*Arturo Cervantes*

Interim City Manager: \_\_\_\_\_

*Chris Jeffers*

**SUBJECT: AGREEMENT WITH BKF ENGINEERS, INC., FOR DESIGN SERVICES FOR THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I, II AND III, CITY PROJECT NO. 662-ST AND THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE VIII, CITY PROJECT NO. 659-ST**

**PURPOSE:** To awarding a design services agreement to BKF Engineers, Inc., to prepare construction documents for the Residential Resurfacing Project. The subject projects are a part of the Capital Improvement Program and are proposed to be designed and constructed as one project, hereon referred to as the Residential Resurfacing Project.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving an Agreement with BKF Engineers, Inc., to provide engineering plans, specifications and estimates for the Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST and the Citywide Sidewalk Improvement, Phase VIII, City Project No. 659-ST, in an amount not-to-exceed \$275,158; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. The proposed Agreement is in the amount of \$275,158, and it is recommended to be funded with SB 1 funds as summarized below. The Citywide Residential Resurfacing Project is budgeted in the amount of \$1,995,160 for Phase I in Account No. 311-790-31-9582; \$826,912 for Phase II in Account No. 311-790-31-9583; and \$336,544 for Phase III in Account No. 311-790-31-9584. The Citywide Sidewalk Improvement Project is budgeted in the amount of \$800,000 in Account No. 311-790-31-9480. The total budgeted amount is \$3,958,616.

CIP Account No.	Residential Resurfacing Project, 662-ST				Sidewalk, 659-ST	Total
	311-790-31-9582, 9583, and 9584				311-790-39-9480	
	Phase I	Phase II	*Phase III	Phase VIII		
Funding Sources	Measure M	SB 1 Funds			SB 1 Funds	
Budget	\$445,160	\$1,550,000	\$826,912	\$336,544	\$800,000	\$3,958,616
Proposed Agreement		\$68,790	\$68,790	\$68,790	\$68,788	\$275,158
Design Contingency		\$14,500	\$14,500	\$14,500	\$14,500	\$58,000
Project Management		\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Construction Phase	\$445,160	\$1,441,710	\$718,622	\$228,254	\$691,712	\$3,525,458
<b>Total Budget:</b>		<b>\$3,158,616</b>			<b>\$800,000</b>	<b>\$3,958,616</b>

\* The 5-Year CIP plans for a \$1 million budget for the life of the project. The amount budgeted to date is \$336,544.



**ALIGNMENT WITH COUNCIL GOALS:** This Project meets the City Council's goal to "Continue Infrastructure Improvements."

**ANALYSIS:** The 5-Year Capital Improvement Programs includes the Residential Resurfacing Project and the Citywide Sidewalk Improvements Project. Both projects propose annual improvements on residential streets located citywide. One project focuses on road pavement rehabilitation and the other on sidewalk rehabilitation. Staff is proposing to implement both projects under one consolidated project (Residential Resurfacing Project). This approach 1) ensures that both the road pavement and sidewalk issues are addressed at the same time, 2) minimizes disruption to residents and motorists on the same street that would otherwise be caused by having two independent construction projects, 3) provides for efficiency in project management, and 4) encourages more competitive costs. Staff recommends awarding an agreement to BKF Engineers to prepare the construction documents under one design package for the Residential Resurfacing Project.

**BACKGROUND:** The Public Works, Engineering Division is in the process of implementing the Residential Resurfacing Project. An agreement is needed to begin the design phase.

On August 25, 2021, a Request for Proposal (RFP) was released to over 20 qualified consulting firms. On September 22, 2021, seven proposals were submitted to the City Clerk's office.

A technical panel was formed with City staff (Jose Loera, City Traffic Engineer, Kenneth Tang, Senior Civil Engineer, and Gladis Deras, Senior Engineer) to review the proposals. The panel shortlisted and interviewed six consultants. The selection process was qualification-based and weighed a number of factors such as project manager and team qualifications, experience on similar projects and understanding of technical issues. Based on the ranking criteria, BKF Engineers received the highest ranking by the panel (See Attachment C). BKF Engineers provides the following benefits:

- **Experienced Consulting Firm** – BKF Engineers is a California corporation and has been providing consulting and engineering services since 1915. They are a multidisciplinary, full-service consulting engineering firm specializing in transportation and infrastructure planning, civil, structural and environmental services ranging from feasibility studies to design development and construction management.
- **Qualifications** – BKF Engineers has the capacity to perform the services required. BKF Engineers employs more than 450 employees working from 16 offices statewide. BKF Engineers is committing a project team that has local presence, as well as experience and qualifications to meet the project goals and timeline outlined in the Request for Proposal.
- **Negotiated Competitive Fees** – BKF Engineers submitted a fee proposal with an original fee of \$365,621. After the proposals were received and the panel interviews were completed, the scope of work was finalized based on the available budget by designating the streets planned to be included on the project. The fees were negotiated to \$275,158.

The design of the Residential Resurfacing Project is scheduled to start in December 2021 and is planned to be completed in late Spring 2022.

The current year CIP includes three phases of the Residential Resurfacing Project. Phase I and Phase II are budgeted for design and construction. Phase III is only budgeted for the design phase; however, construction funding is planned for Fiscal Year 2022/23 according to the 5-Year CIP. As such, Phase I and Phase II streets are scheduled to start construction this fiscal year, with Phase III construction starting next fiscal year.

The following lists the project phases and the streets that are planned to be included and designed under the subject Agreement. The selection of the streets is subject to change through the design process; however, it is based on the findings of the Pavement Management System (PMS) and preliminary engineering estimates. The PMS prioritizes pavement repairs based on a study of the City's road network. It provides a 5-Year Capital Improvement Program for the road pavement system; thus, it was used to guide the selection of the streets.

<b>\$2,228,218 Construction Budget for Phase I Street Fiscal Year 2021/22</b>			
<b>Street</b>	<b>From</b>	<b>To</b>	<b>Approximate Budget</b>
Iowa Avenue	Alameda St	Long Beach Blvd	\$ 221,184
Ohio Avenue	Alameda St		\$ 224,576
Kansas Avenue	Alameda St		\$ 227,328
Missouri Avenue	Alameda St		\$ 229,760
Indiana Avenue	Alameda St		\$ 231,168
Illinois Avenue	Alameda St	State Street	\$ 314,688
<b>Subtotal</b>			<b>\$ 1,448,704</b>
<b>Other Services</b>			<b>\$ 438,166</b>
<b>Citywide Sidewalk Improvements, 659-ST</b>			<b>\$ 341,348</b>
<b>Estimated Total Cost:</b>			<b>\$ 2,228,218</b>

<b>\$852,479 Budget for Phase II Streets Fiscal Year 2021/22</b>			
<b>Street</b>	<b>From</b>	<b>To</b>	<b>Approximate Budget</b>
Calden Ave	Glenwood Pl	Southern Ave	\$ 21,490
Beaudine Ave	Firestone Blvd	Glenwood Pl	\$ 63,580
Glenwood Place	Calden Ave	Santa Fe Ave	\$ 84,048
Evergreen Ave	Glenwood Pl	Independence Ave	\$ 125,256
Glenwood Place	Long Beach Blvd	Cypress Ave	\$ 28,000
Cherokee Ave	State St	Elizabeth Ave	\$ 70,280
Madison Ave	Independence Ave	Liberty Blvd	\$ 71,680
South Gate Ave	Firestone Blvd		\$ 110,000
<b>Subtotal</b>			<b>\$ 574,334</b>
<b>Other Services</b>			<b>\$ 144,289</b>
<b>Citywide Sidewalk Improvements, 659-ST</b>			<b>\$ 133,855</b>
<b>Estimated Total Cost:</b>			<b>\$ 852,479</b>

<b>\$1,107,486 Construction Budget for Phase III Streets Fiscal Year 2022/23</b>			
<b>Street</b>	<b>From</b>	<b>To</b>	<b>Approximate Budget</b>
Dearborn Ave	Firestone Blvd	Independence Ave	\$ 138,270
Dearborn Ave	Liberty Blvd	Santa Ana Street	\$ 113,080
Victoria Ave	Liberty Blvd		\$ 60,480
Elizabeth Ave	Independence Ave		\$ 60,480
Virginia Ave	Firestone Blvd		\$ 171,752
Independence Ave	South Gate Ave	Victoria Ave	\$ 143,120
Independence Ave	Victoria Ave	Virginia Avenue	\$ 60,000
<b>Subtotal</b>			<b>\$ 747,182</b>
<b>Other Services</b>			<b>\$ 186,796</b>
<b>Citywide Sidewalk Improvements, 659-ST</b>			<b>\$ 173,508</b>
<b>Estimated Total Cost:</b>			<b>\$ 1,107,486</b>

As noted above, the budget available on the Citywide Sidewalk Improvements Project will fund the sidewalk repairs on the listed streets. It is estimated that a balance of \$43,000 will remain. Staff plans to complete improvements on the streets listed below with these funds.

<b>Citywide Sidewalk Improvements, 659-ST (Balance)</b>			
<b>Street</b>	<b>From</b>	<b>To</b>	<b>Approximate Budget</b>
Santa Ana St	Seville Ave	State St	\$ 20,000
Liberty Blvd	Long Beach Blvd	California Ave	\$ 19,000
<b>Estimated Total Cost:</b>			<b>\$ 39,000</b>
<b>Contingency (10%)</b>			<b>\$ 4,000</b>
<b>Estimated Total Cost:</b>			<b>\$ 43,000</b>

- ATTACHMENTS:**
- A. Proposed Agreement
  - B. List of Submitted Proposals
  - C. Consultant Ranking
  - D. Location Map

KT:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR DESIGN SERVICES  
BETWEEN THE CITY OF SOUTH GATE AND BKF ENGINEERS, INC.**

This Agreement for Professional Services for Design Services ("Agreement") is made and entered into on November 23, 2021, by and between the City of South Gate, a municipal corporation ("City"), and BKF ENGINEERS, 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 a qualified provider for certain services relating to design services for the Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST and the Citywide Sidewalk Improvement, Phase VIII, City Project No. 659-ST; and

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

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Two Hundred Seventy-Five Thousand One Hundred Fifty-Eight Dollars (\$275,158)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by Director of Public Works or his/her designee.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
  - 2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.
  - 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of

satisfactory performance by Consultant of its obligations under this Agreement.

3. **TERM OF AGREEMENT.** This Agreement is effective as of November 23, 2021, and will remain in effect for a period of two (2) years from said date or until project completion, 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 ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, 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 in the 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 any 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 Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

## 6. GENERAL TERMS AND CONDITIONS.

6.1 **Termination for Convenience.** 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 the total amount of its costs 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 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, computations, 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 to 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 the 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, disability, 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 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 6.4.2 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 (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 workers' compensation insurance for their respective employees.

**6.5.2** Comprehensive general and automobile 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 and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

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

**6.7 Compliance with Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

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

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

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

## **6.9 Consultant's Personnel.**

**6.9.1** All services required under the 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 subcontractors' 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 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 of 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 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 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

**6.13 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, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

**6.14 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 Consultant.

- 6.15 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.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 Attorneys' Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' 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 attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.20 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**

City of South Gate  
Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works  
8650 California Avenue  
South Gate, CA 90280  
Email: [acervantes@sogate.org](mailto:acervantes@sogate.org)  
TEL: (323) 563-9512

**WITH COURTESY COPY TO:**

City Clerk's Office  
Carmen Avalos, City Clerk  
8650 California Avenue  
South Gate, CA 90280  
Email: [cavalos@sogate.org](mailto:cavalos@sogate.org)  
TEL: (323) 563-9510

**TO CONSULTANT:**

Chris Rideout, PE  
President  
BKF Engineers  
4675 MacArthur Court, Suite 400  
Newport Beach CA 92660  
Email: [crideout@bkf.com](mailto:crideout@bkf.com)  
(949) 526-8462

**6.22 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.

**6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

**6.24 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.

**7. EFFECTIVE DATE.** The effective date of this Agreement is November 23, 2021, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Al Rios, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**BKF ENGINEERS:**

By: \_\_\_\_\_  
Chris Rideout, PE, President

Dated: \_\_\_\_\_

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: \_\_\_\_\_

**ATTEST:**

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

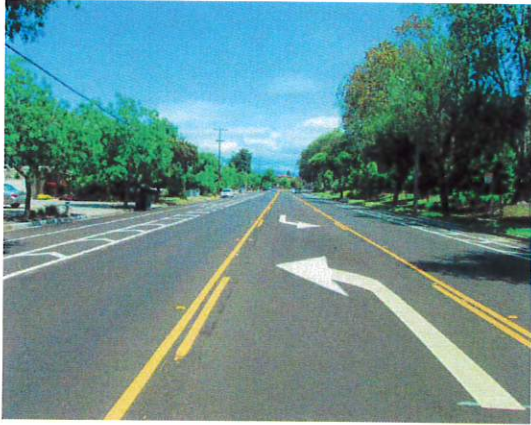
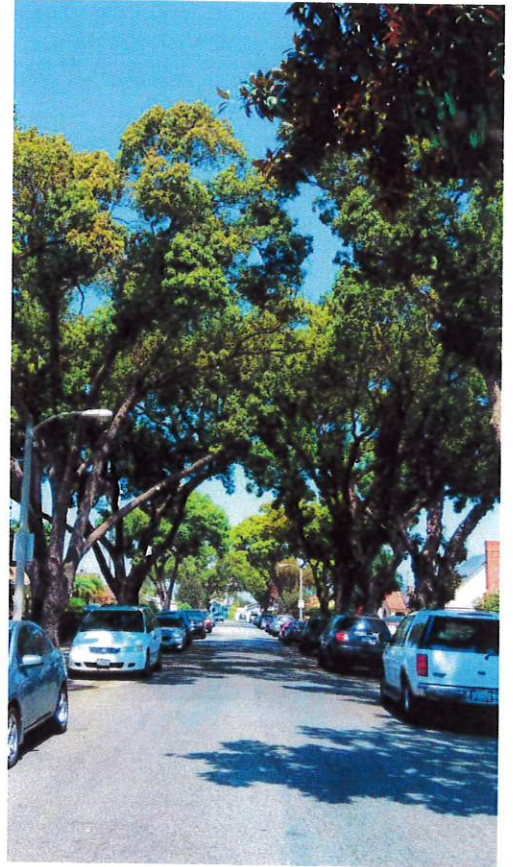
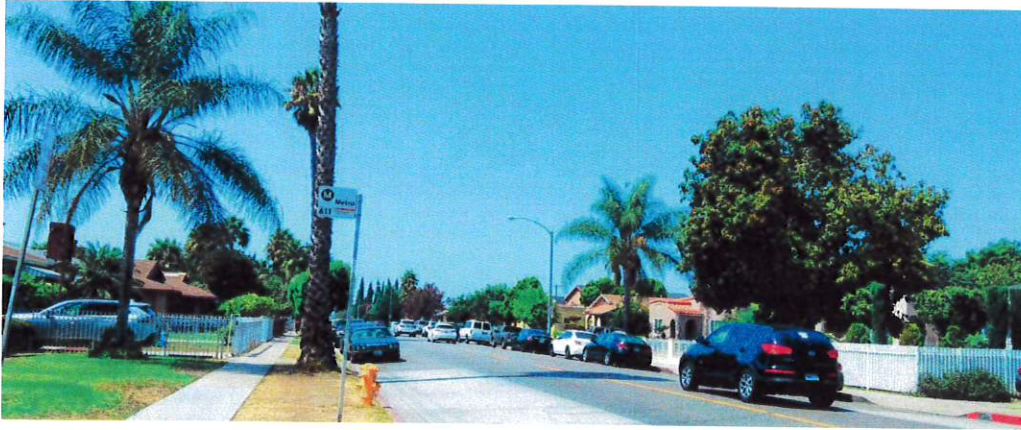
**APPROVED AS TO FORM:**

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

**BKF ENGINEERS:**

By: \_\_\_\_\_  
Chris Rideout, PE, President

Dated: \_\_\_\_\_



# CITY OF SOUTH GATE

## Citywide Residential Resurfacing Project, Phase I and II City Project No. 662-ST

SEPTEMBER 22, 2021

**BKF Engineers**  
4675 MacArthur Court, Suite 400  
Newport Beach CA 92660  
www.bkf.com

**Contact**  
Chris Rideout, PE  
(949) 526-8462  
crideout@bkf.com



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# CITY OF SOUTH GATE

CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I & II  
CITY PROJECT NO. 662-ST

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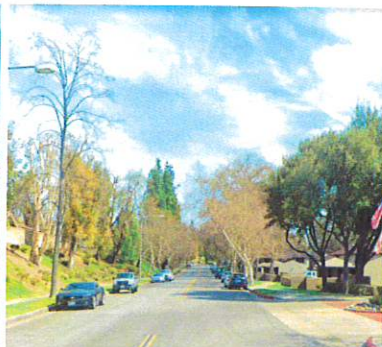
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### APPENDICES

Key Personnel Resumes	
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ALTURA PAVEMENT PROJECT



COUNTRY HILLS PAVEMENT



LAKELAND PAVEMENT



WILLOW STREET PAVEMENT

## COVER LETTER

September 22, 2021

City Clerk's Office  
Kenneth Tang, PE, Senior Civil Engineer  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**SUBJECT: Citywide Residential Resurfacing Project, Phase I and II, City Project No. 662-ST**

Dear Kenneth,

BKF Engineers (BKF) welcomes the opportunity to submit our proposal for the Citywide Residential Resurfacing Project, Phase I and II for the City of South Gate. We understand the City is seeking a professional consultant to provide design services including preliminary engineering, surveying, engineering design, PS&E and assistance during the construction bidding phase. BKF Engineers has several pavement projects, of which most have been constructed or under construction. BKF is ranked in the ENR Top Design Firms in 2020, and for over 100+ years we have earned a reputation for balancing City goals and community needs. We understand that construction budget is finite, and we have collaborated and coordinated with cities, like Santa Fe Springs, Buena Park, and Brea to ensure the City's goals and construction budgets are met for the pavement rehabilitation and street improvement projects.

**SIMILAR PROJECT EXPERIENCE.** Recent similar BKF projects include, City of Long Beach Willow Street Pavement Project, City of Santa Fe Springs North Residential Street Pavement Rehabilitation and Lakeland Avenue Pavement Rehabilitation, City of Brea Country Hills Subdivision Pavement Rehabilitation and Water Improvement, City of Buena Park Altura Pavement Rehabilitation, and Rosecrans Pavement Rehabilitation, City of Downey Lakewood/Florence Intersection Improvement, and City of Pico Rivera Regional Bikeway Project. Our proposal under Qualifications and Experience provide a thorough project description for the aforementioned projects with our references. We encourage the City of South Gate to review our firm's experience and contact our references as confirmation of our commitment and excellent customer service.

**PROJECT MANAGER.** To show our commitment to the City, we have dedicated Ms. Sheila Amparo, PE, QSD/P as the project manager for the duration of our contract. She brings more than 20 years of experience in roadway widenings, pavement rehabilitations, utility relocations and intersection improvements. Sheila is currently managing similar type projects, as mentioned above, that are either in final design, in construction or have successfully completed construction within this year.

As Principal/Vice President of BKF I am an authorized principal who can make legally binding commitments on behalf of the company. I am available to expand on any portion of our proposal and answer any further questions you may have. Please feel free to contact me for all correspondence during the selection process at (949) 526-8462 or via email at [crideout@bkf.com](mailto:crideout@bkf.com). We look forward to working with the City of South Gate.

Sincerely,

**BKF ENGINEERS**



Chris Rideout, PE  
Principal/Vice President



Sheila Amparo, PE, QSD/P  
Senior Project Manager





# BKF Engineers

## Delivering Inspired Infrastructure for over 100 years

Since 1915, BKF Engineers has built a reputation on the ability to plan, design, survey, and successfully implement complex projects. We draw upon and utilize our experience guiding projects from the inception and feasibility stages through construction to develop designs that identify physical constraints, potential risks, and value engineering alternatives; resulting in projects that exceed expectations.

Through our network of 15 offices in California, BKF provides civil engineering, land surveying, and land planning services for government agencies, institutions, developers, architects, contractors, school districts, and corporations.

BKF's decades of engineering, surveying, and planning have produced some of the most recognized projects in California. By combining our years of experience in diverse markets with new, innovative approaches to problem solving, we have grown to more than 450 experienced staff.

### SERVICES

- Water Resources
- Civil Engineering
- Surveying
- Planning
- Sustainability
- Transportation
- Construction Management
- Utility Locating

### SIMILAR PROJECT EXPERIENCE

- Altura Pavement Rehabilitation Project, Buena Park, CA
- Country Hills Pavement Rehab & Water Connection, Brea, CA
- Willow Street Pavement Project, Long Beach, CA
- Bartley Avenue Street Improvements, Santa Fe Springs, CA
- North Residential Street Pavement Improvement, Santa Fe Springs, CA
- Rosecrans Pavement Rehabilitation Project, Buena Park, CA
- Lakeland Road Pavement Rehabilitation Project, Santa Fe Springs, CA
- Foster Road Side Panel Project, Norwalk, CA

450+ Employees	Founded in 1915
16 West Coast Offices	CA Corporation



# QUALIFICATIONS AND EXPERIENCE

## ORGANIZATION CHART

The organization chart presented below displays our proposed team organization, depth of resources, and coordination between team members. By assigning seasoned engineers and surveyors, BKF will assure a thorough work product, a cross-pollination of design expertise, and effective management of the project as necessary.



Key Personnel

### PROJECT MANAGEMENT TEAM

#### QUALITY CONTROL

**Saeed Kerayehchian, PE**  
QA/QC Engineer  
BKF ENGINEERS

**Chris Rideout, PE**  
Principal in Charge  
BKF ENGINEERS

**Sheila Amparo, PE, QSD/P**  
Project Manager  
BKF ENGINEERS

### CIVIL ENGINEERING SUPPORT      SURVEY      PAVEMENT

**Hooman Jalaie, EIT**  
Sr. Project Engineer  
BKF ENGINEERS

**Tony Ye, EIT**  
Project Engineer  
BKF ENGINEERS

**Davis Thresh, PLS**  
Survey Manager  
BKF ENGINEERS

**Roger Schlierkamp, MSc, PE**  
Pavement Engineer  
GMU

## TEAM ALLOCATION + AVAILABILITY

KEY STAFF ASSIGNED	PERCENTAGE OF CURRENT WORKLOAD	COMMITMENT TO SOUTH GATE
<b>Chris Rideout, PE</b> Principal in Charge	<ul style="list-style-type: none"> <li>Jamboree/Main Intersection Improv.</li> <li>GSA #4 Real Property Services</li> <li>Pico Rivera Bikeway Project</li> </ul>	35 %
<b>Sheila Amparo, PE, QSD/P</b> Project Manager	<ul style="list-style-type: none"> <li>Jamboree/Main Intersection Improv.</li> <li>GSA #4 Real Property Services</li> <li>Pico Rivera Bikeway Project</li> </ul>	55 %
<b>Saeed Kerayehchian, PE, PTOE</b> QA/QC Engineer	<ul style="list-style-type: none"> <li>Lakewood/Florence Intersection Improv.</li> <li>Herndon Avenue Widening</li> <li>Monte Rio Bridge Replacement</li> </ul>	20 %
<b>Davis Thresh, PLS</b> Survey Manager	<ul style="list-style-type: none"> <li>Mount Vernon Viaduct PM/CM</li> <li>McKinley Grade Separation</li> <li>SDSU Aztec Stadium</li> </ul>	30 %
<b>Roger Schlierkamp, PE</b> Sr. Pavement Engineer	<ul style="list-style-type: none"> <li>Mission Viejo 2021 Residential Streets Slurry Seal, Construction Observation/Testing</li> <li>City of Irvine Pavement Evaluations</li> <li>Harbor Blvd, Frontera St., &amp; Nohl Ranch Rd</li> </ul>	40 %

# QUALIFICATIONS AND EXPERIENCE

## RELEVANT PROJECT EXPERIENCE & REFERENCES

### LAKELAND ROAD PAVEMENT REHABILITATION PROJECT, Santa Fe Springs, CA



BKF Engineers is working with the City of Santa Fe Springs to provide design services for the street improvements along Lakeland Road. The intersection of Lakeland and Shoemaker is controlled by a traffic signal. The existing traffic loops for the westbound direction will be impacted and will need to be re-established by the Project. The middle portion of this block, near the ISA Business Center, shows pavement distress with patching of potholes being common in this area. There are stretches along Lakeland there are no sidewalks, for example, near 13000 Lakeland a 70 foot decomposed granite meandering walk could be replaced with new sidewalk to get it up to City standards. Some of the existing sidewalk panels are raised and will be incorporated into the improvement plans. Existing ramps at Shoemaker, Laurel, and Carmenita are non-compliant and will be upgraded by the Project. With the Lakeland Road Pavement Rehabilitation Project being the third pavement project with the City, BKF has established a streamline process with the City to meet the tight design schedule and stay within the limited design budget. We worked pro-actively with the City from the onset. BKF's first order of work was to conduct a site visit with the City to mutually agree which portions of pavement, curb and gutter, sidewalk, curb ramps, cross gutters, and driveways that needed to be removed and replaced. These limits were marked on the curb and surveyed by BKF's survey team. Improvement plans, specifications, and construction cost estimates were developed and submitted for approval. BKF applied best practices from the Bartley Avenue Rehabilitation Project and the North Residential Street Improvements Project to Lakeland Road Pavement Rehabilitation Project. Such instances included consideration of using the method of full depth reclamation to expedite the construction schedule. This project was completed as part of BKF's On-Call contract with the City.

#### REFERENCE

**Noe Negrete, PE**

Director of Public Works

11710 E. Telegraph Road

Santa Fe Springs

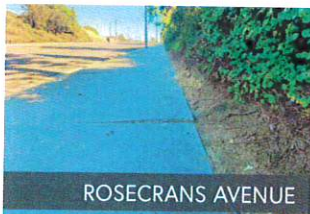
CA 90670

Ph. (562) 455-5680

noenegrete@

santafesprings.org

### ROSECRANS AVE. & ALTURA BLVD. PAVEMENT REHABILITATION PROJECT, Buena Park, CA



ROSECRANS AVENUE



ALTURA BOULEVARD

As part of the City of Buena Park's pavement rehabilitation program, the City identified segments of Rosecrans Avenue & Altura Boulevard as part of the 2020 construction cycle. The Project improvements included pavement rehabilitation, curb, gutter, cross gutter and sidewalk replacement and the installation of ADA compliant curb ramps. With the flat grades and pavement deterioration, localized areas of ponding are prevalent, which causes nuisances, and pavement damage. Unlike many pavement rehabilitation projects, Rosecrans had minimal flatwork replacement needs. In this area, Rosecrans had a longitudinal slope sufficient to not allow for ponding which in turn would lead to isolated flatwork/pavement failures. The landscape area are at the back of the sidewalk with large trees and tree roots damaging segments of sidewalk. The Project included localized sidewalk repair and tree root barriers.

#### REFERENCE

**Teddy Luong, PE**

Assistant Engineer

6650 Beach Blvd.

Buena Park CA 90622

Ph. (714) 562-3689

tluong@buenapark.com



# QUALIFICATIONS AND EXPERIENCE

## **NORTH RESIDENTIAL STREET PAVEMENT IMPROVEMENT**, Santa Fe Springs, CA



The construction of BKF's pavement rehabilitation project along Terradell Street, Whiteland Street, Roma Street and Nova Street in the City of Santa Fe Springs are part of the on-going Pavement Management Program the City uses to prioritize and fund roadway maintenance. In order to meet the tight design schedule and stay within the limited design budget, BKF worked pro-actively with the City from the onset. BKF's first order of work was to conduct a site visit with the City to mutually agree which portions of pavement, curb and gutter, sidewalk, curb ramps, cross gutters, and driveways would need to be removed and replaced. These limits were marked on the curb and surveyed by BKF's survey team. Improvement plans, specifications, and construction cost estimates were developed and submitted for approval. In addition, BKF applied best practices from the Bartley Avenue Rehabilitation Project to the North Residential Street Improvements Project. Such instances included consideration to using the method of full depth reclamation to expedite the construction schedule.

### REFERENCE

#### **Noe Negrete, PE**

Public Works Director  
11710 E. Telegraph Road  
Santa Fe Springs  
CA 90670  
Ph. (562) 455-5680  
noenegrete@  
santafesprings.org

## **PICO RIVERA REGIONAL BIKEWAY**, Pico Rivera, CA



BKF Engineers is leading the civil design for the Pico Rivera Bikeway Project, a 1.5-mile bicycle facility that will add a connection over the San Gabriel River. The project includes a Class I bike path along Mines Ave. from the Rio Hondo Channel to the San Gabriel River; a new bridge structure located north of Mines Ave. spanning the San Gabriel River and Class I and II bike lanes along Dunlap Crossing Rd. from the San Gabriel River to Norwalk Blvd. The alignment will connect an existing publicly accessible bike path to the San Gabriel River Mid Trail. Additionally, there is a complete streets improvement along Mines Avenue from the Rio Hondo Channel to the San Gabriel River. The improvements on Mines Ave. include but are not limited to: pavement reconstruction; installation of bioswales; reconfiguration of parking lanes; upgrading street lights; traffic signal modifications at Rosemead Blvd and Mines Ave; and landscaping.

### REFERENCE

#### **Kenner Guerrero**

Assistant Engineer  
6615 Passons Blvd.  
Pico Rivera CA 90660  
Ph. (562) 801-4351  
kguerrero@pico-rivera.org

## **COUNTRY HILLS PAVEMENT REHABILITATION & WATER CONNECTION**, Brea, CA



BKF Engineers is the consultant for the City of Brea selected for the preparation of plans, specifications, and estimate (PS&E) for the pavement rehabilitation and water main improvements at Country Hills Subdivision. The Country Hills Subdivision experienced multiple water breakage and pavement failures due to the 60-year old water mains that were corroded. The BKF Team tested the soil for corrosivity to ensure the proper pipe materials were used for the replaced water main lines. Additionally, the Project rehabilitated the pavement, upgraded curb ramps to be ADA-compliant, and replaced sidewalk. BKF provided general civil and surveying services, including utility coordination.

### REFERENCE

#### **Raymond Contreras, PE**

Associate Engineer  
1 Civic Center Circle  
Brea CA 92821  
Ph. (714) 671-4411  
raymondc@cityofbrea.net

## QUALIFICATIONS AND EXPERIENCE

### WILLOW STREET PAVEMENT PROJECT, Long Beach, CA



As part of our On-Call contract, BKF Engineers prepared and submitted the construction documents to the City of Long Beach for the pavement rehabilitation of Willow Street between San Vincente Street and Studebaker Road. Scope of Services include providing design services such as project management, research and field reviews, utility base mapping, plan preparations, and cost estimates. BKF is also providing bid and construction support services.

#### REFERENCE

**Thana Sathees, PE, QSD**  
Civil Engineer  
411 W. Ocean Boulevard  
Long Beach CA 90802  
Ph. (562) 570-7513  
thana.sathees@  
longbeach.gov

### FOSTER ROAD SIDE PANEL PROJECT, Norwalk, CA



The Foster Road Side Panel project replaces a 60-year old damaged asphalt side panels used by students, bicyclists and residents. The City of Norwalk proposed a plan to make improvements to minimize future accidents. This ATP funded project is being designed with a new meandering pathway incorporated into existing side panels between Foster Road and the frontage road to minimize accidents involving motor vehicles and pedestrians/bicyclists. Early on, in the conceptual phase, BKF evaluated the existing curb-to-curb dimensions, and presented to the City an opportunity to employ a "Road Diet." By reducing unnecessary travel lanes, a new Class II bike lane and a two-way left turn lane are being introduced along the Foster Road corridor between Pioneer Avenue and Studebaker Road, while not impacting the existing on-street parking. BKF is leading the design team in incorporating new drainage facilities, pedestrian safety lighting, and drought tolerant landscaping. Once improvements are completed, Foster Road will provide a safer and more convenient pathway for students, bicyclists and residents.

#### REFERENCE

**Bill Zimmerman, PE**  
Former Acting  
City Engineer  
12700 Norwalk Blvd.,  
Norwalk CA 90650  
Ph. (714) 412-1597  
wgzimmerman@wgze.com

### "SOUTH RESIDENTIAL 1" PAVEMENT REHABILITATION PROJECT, Santa Fe Springs, CA



GMU performed a pavement evaluation and developed pavement repair recommendations for various asphalt concrete (AC) roadway segments located within City of Santa Fe Springs, specifically, Gridley Road (Darcy Street to Longworth Avenue), Dunning Street (Longworth Avenue to cul-de-sac), Darcy Street (Orr and Day Road to cul-de-sac), and Harvest Avenue (Darcy Street to Longworth Avenue). Scope of services included performing a pavement surface condition assessment, field exploration (AC corings), laboratory testing, pavement thickness analysis, and development of pavement repair recommendations. The existing roadway segments are generally in poor condition. Multiple pavement repair recommendations were provided, including conventional remove-and-replace reconstruction as well as full-depth reclamation with cement treatment (FDR-C). During construction, GMU performed cement stabilized pulverized base (CSPB) mix design testing services.

#### GMU PROJECT + REFERENCE

**Noe Negrete, PE**  
Public Works Director  
11710 E. Telegraph Road  
Santa Fe Springs  
CA 90670  
Ph. (562) 455-5680  
noenegrete@  
santafesprings.org



# QUALIFICATIONS AND EXPERIENCE

## QUALITY ASSURANCE / QUALITY CONTROL PROCEDURES

BKF will dedicate a member of staff not directly related to the project as the Quality Assurance/Quality Control Manager. This member of staff's key role is to assure the Quality Control procedures delineated below are closely followed and the procedure documented.

### LEVEL 1: INTERNAL REVIEW - EACH DISCIPLINE IS REQUIRED TO CONDUCT AN INTERNAL REVIEW PERFORMED PRIOR TO EACH MILESTONE SUBMITTAL.

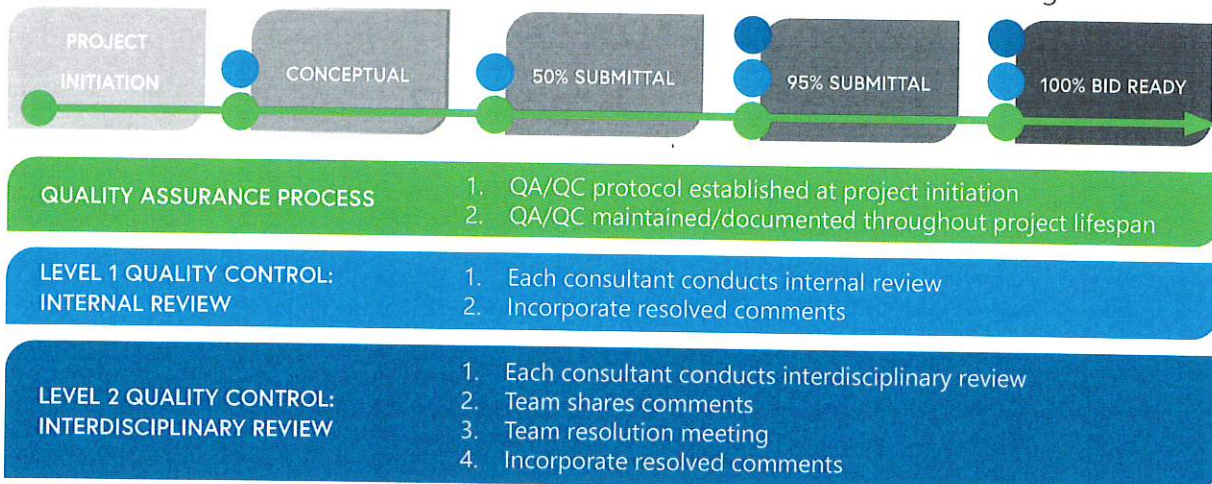
A senior staff member at the firm, other than on the design team, shall review the documents prepared by the design team. This review will require that all items on the documents be highlighted in yellow indicating the review has occurred and there are no exceptions to the document. This process is for the entire document (i.e. north arrows, station call-outs, profile grid designation, etc.).

- If the reviewer identifies an item on the document that is not correct, then it is marked in red. If the reviewer has comments for clarifications, then it is marked in green.
- After the review is complete, the document is returned to the design team with a signature (documentation) indicating the review is complete.
- The design team will review and address all items in red and meet with the reviewer on the items in green until a clarification allows for the reviewer to yellow the item, or a red mark is added.
- The design team will then resolve the red marks and return the reviewer's original markup along with a clean print. The reviewer will document the comments that have been addressed by yellowing out the original red mark and placing yellow on the clean set, and signing the document.

### LEVEL 2: INTER-DISCIPLINARY REVIEW - THIS REVIEW IS TO CONFIRM THAT THERE ARE NO INTER-DISCIPLINARY CONFLICTS AND OCCURS AT THE 50%, 95% AND 100% FINAL SUBMITTAL MILESTONES.

- All disciplines provide their plans to BKF for collation. BKF will assemble the sets and distribute to the design team.
- Each discipline will review the others and similar to the process delineated in Level 1 above, marking in yellow, red, or green, and return to BKF for collation.
- A meeting will be held with all the disciplines in attendance, and the documents with all red or green comments will be discussed and resolved between disciplines.
- The resolutions will be marked in red and returned to the designer for incorporation as described above in the Level 1 procedure.

The QA/QC Manager will review the review documents to ensure the Level 1 and Level 2 procedures have been met by all team members and will document their findings.



# SCOPE OF WORK AND PROJECT UNDERSTANDING

## INTRODUCTION

The City of South Gate, has secured funding for the design and construction of the Citywide Residential Resurfacing Project, Phase I and Phase II, City Project No. 662-ST with SB-1 and local funds to rehabilitate the pavement, upgrade the curb ramps to ADA-compliant ramps, localized sidewalk, driveway approaches, curb and gutter removal and replacement within the Phases 1 through 3 Streets. The Project also includes the relocation of existing facilities, such as fences, mailboxes, trees, and implementation of air and water quality improvements, green streets technologies, such as bioswales with drought-tolerant landscape, Filterra systems or porous paving that capture and filter stormwater.



## PROJECT UNDERSTANDING

### EXISTING CONDITIONS

Based on our visual assessment of the pavement conditions during our site walk through the street identified within the three Phases, the pavement conditions within the City varied from very poor condition to fair condition. Several streets within Phase 2 and the segment along California Avenue have concrete paved parking aisles on both sides of the street. The concrete pavement segments are in fairly good conditions that may be protected in place. There are concrete segments that are cracked and damaged, that we recommend to locally remove and replace in order to support the expected life span of the rehabilitated pavement. Due to the variations on the pavement conditions, there may be several pavement recommendations to be provided to the City.



### APPROACH – CONCEPTUAL PLAN DEVELOPMENT

Similarly to our projects in the Cities of Santa Fe Springs, Buena Park, and Brea, we invite the City of South Gate to join the BKF Team to perform the site walk, where the City staff and our team can walk the streets, identify the locations requiring removal and replacement of sidewalk, curb, gutter, ramps, and cross gutters, by spray painting the limits.



BKF Surveyors can capture the locations, and we can map in AutoCADD to implement in the construction documents. With all the information from our site walk, we will prepare an exhibit depicting the course of action for each segment of the streets, and the limits of improvements, submit to the City for review and approval prior to proceeding to 50% Design. We will also include in the exhibit photos of areas that are in question and will need further review from the City as to the course of action.



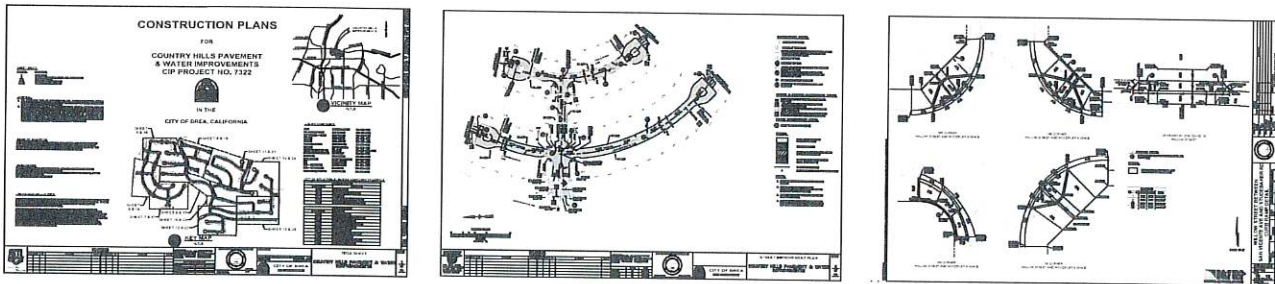
## SCOPE OF WORK AND PROJECT UNDERSTANDING

With the allotted design and construction budget of \$3.18 Million, and over 10 miles of roadway, we need to be strategic in identifying the limits of improvements and pavement rehabilitation approaches. The BKF Team will provide three pavement rehabilitation alternatives, with one being that we suggest the life span of the pavement be reduced to 10 years. We will prepare an exhibit with pavement recommendations and the cost associated with the alternatives. The strategies that we would like to expound on with the City to satisfy the City's goals, objectives, and stay within budget, include:

- Performing localized AC repairs (to address areas of high-severity load-related distresses such as alligator cracking, potholes, depression)
- Performing edge milling (to join AC overlay into edge of gutter)
- Paving 1.0-1.5" thick AC leveling course – to smooth out the roadway as it will likely disintegrate during milling, preferably with a fiber-reinforced AC mix to the mixture's tensile strength and reduce reflective cracking potential
- Installing pavement interlayer system (ARAM, fabric, Glasgrid, or GlasPave)
- Constructing 2-3" AC overlay (with fibers again)

This strategy assumes the subgrade is relatively strong and sufficient AC thickness exists to mill.

By working with the City on the pavement rehabilitation approaches and limits of improvements, our team can better understand the City's preferred areas of improvement and address their major concerns. With the City-approved course of action, design documents that will be submitted at the 50% milestone to the City will be in alignment with their expectations, and within the construction budget allotted for the Project.



### EXISTING UTILITIES/FACILITIES

Several utilities were observed, such as maintenance holes, valves and water meters that would need to be raised to the new pavement grades. Our Team has preliminarily identified the types of utilities that will need to be adjusted to grade and, if special attention is required, we will include the required work on the plans for the Contractor. Other utilities observed during our site visit include:

- Los Angeles County Sewer
- Los Angeles Storm Drain
- Southern California Gas
- Overhead electrical and communication
- Water Lines

We will locate traffic loops impacted by the pavement improvements, and include the replacements of the traffic loops on the construction documents. There are several ways we have included the traffic loops improvements on the construction documents. We will discuss with the City these several methods and confirm which method they prefer.



## SCOPE OF WORK AND PROJECT UNDERSTANDING

While the BKF Team understands that the scope of the RFP, we would like to propose methods we have used on pavement projects that may be a great cost-savings to the City. As an example, the City would like to have supplemental survey to obtain cross slopes for the sections of the roadbed. We propose for topographic survey (at 20-scale) to only be used in areas where the streets will not change the crown and grade of the existing pavement. The cross slopes in grind and overlay or slurry seal treated areas will not be modified. This alone is a great cost savings to the City.

We would also propose for corings to be performed in certain streets. Adding the corings may increase the cost to the City in design, but by obtaining the structural pavement profile, our Team will better provide a recommendation for the pavement treatment that will yield a longer life cycle of the pavement. The longevity of the pavement will be a greater cost savings compared to the initial cost of the corings.

### SCOPE OF SERVICES

As part of the Request for Proposal, the City has provided a detailed Scope of Services in the RFP. Therefore, in an effort to eliminate lengthy repetitions, we will address the Scope of Services as follows:

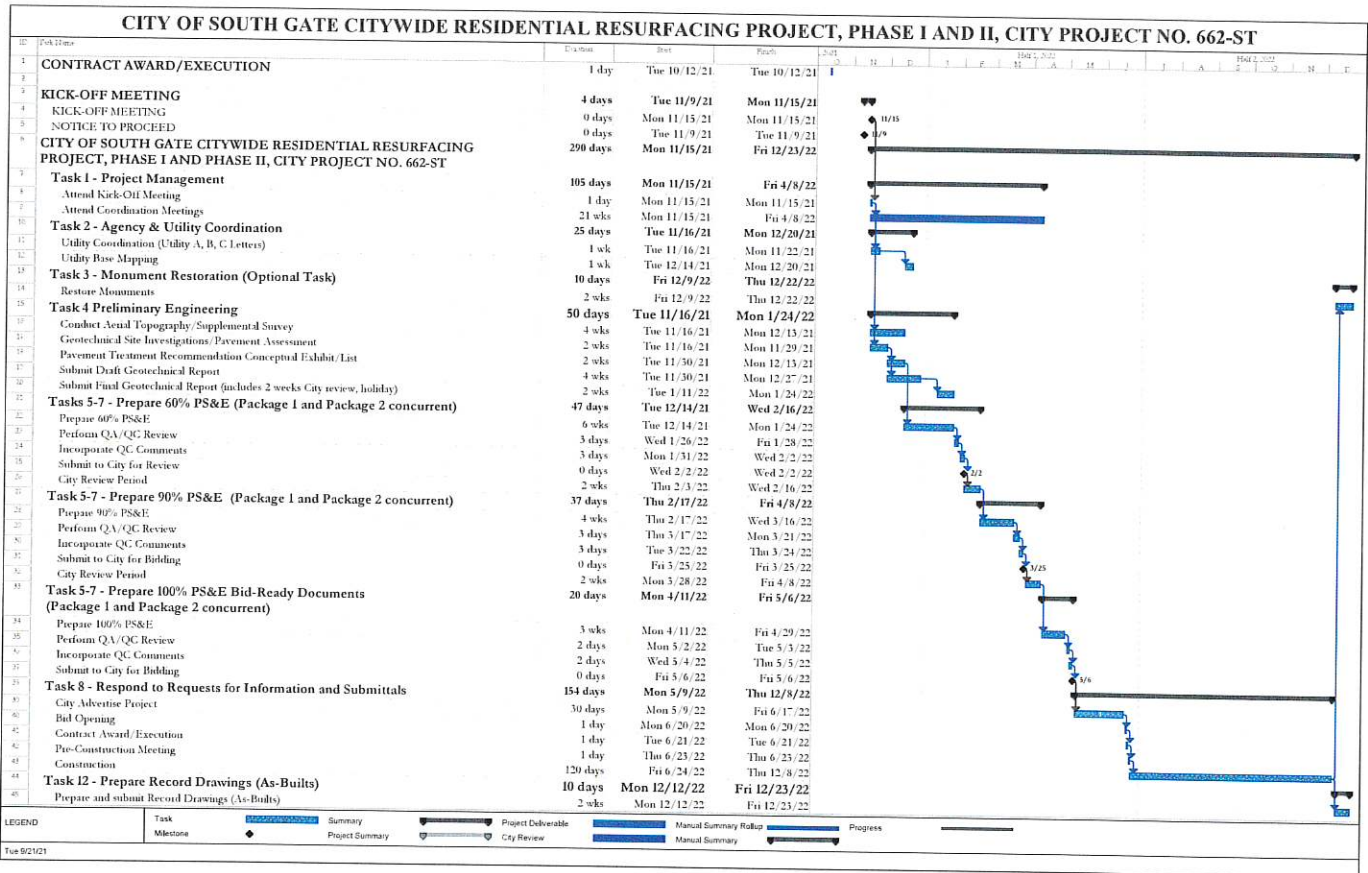
- If the City Scope of Services is consistent with our approach and needs for a specific task, we will simply state: "No exceptions to the Scope of Services"
- If BKF believes that in order deliver the Project there are additions, suggested modifications or clarifications, or deletions to the City's Scope of Services we provided the following section of this proposal.

Below is our concurrence or deviation from the Scope of Services provided by the City

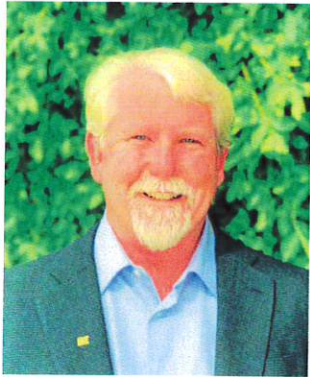
<b>TASK 1</b>	<b>Project Management</b>	<i>No exceptions to the Scope of Services</i>
<b>TASK 2</b>	<b>Agency &amp; Utility Coordination</b>	<i>Potholing is excluded from this Scope. Profiling high hazard/high pressure facilities will require potholing. The BKF Team will identify the pothole locations and provide the City the scope and fee for this task upon request.</i>
<b>TASK 3</b>	<b>Monument Restoration (Optional)</b>	<i>No exceptions to the Scope of Services</i>
<b>TASK 4</b>	<b>Preliminary Engineering</b>	<i>No exceptions to the Scope of Services</i>
<b>TASK 5</b>	<b>Plan Preparation</b>	<i>No exceptions to the Scope of Services</i>
<b>TASK 6</b>	<b>Cost Estimates</b>	<i>No exceptions to the Scope of Services</i>
<b>TASK 7</b>	<b>Specifications</b>	<i>No exceptions to the Scope of Services</i>
<b>TASK 8</b>	<b>Respond to Requests for Information and Submittals</b>	<i>No exceptions to the Scope of Services</i>
<b>TASK 12</b>	<b>Prepare Record Drawings (As-Builts)</b>	<i>No exceptions to the Scope of Services</i>



# PROJECT SCHEDULE



## KEY PERSONNEL RESUME

**CHRIS RIDEOUT, PE**

PRINCIPAL IN CHARGE

Chris has more than 34 years of project management/design experience on numerous streetscape, roadway, utility infrastructure, and municipal improvement projects. He has been able to develop strong relationships with the local and regional approval agencies throughout his career, which helps with obtaining timely jurisdictional approvals. His strengths include providing creative alternatives with a maximum amount of flexibility during the design, while maintaining the project objectives and schedule.

## SELECT PROJECT EXPERIENCE

**EDUCATION**

B.S., Civil Engineering,  
California Polytechnic  
University, Pomona

**REGISTRATION**

Professional Civil  
Engineer, CA No.  
44922

**AFFILIATIONS**

American Public  
Works Association -  
Member

**TOTAL YEARS  
EXPERIENCE**

34 years, 17 with BKF

**North Residential Pavement Rehabilitation Project, Santa Fe Springs, CA**

- Project manager leading the design team in incorporating new drainage facilities, pedestrian safety lighting and drought tolerant landscaping
- Met with Santa Fe Springs residents to incorporate concerns into design as well as construction
- On-Call project and is part of the new on-going pavement management program the city uses to prioritize and fund roadway maintenance
- Coordinated construction activities with both the Contractor and City representatives including traffic control and detour determination

**Bartley Avenue Rehabilitation Project, Santa Fe Springs, CA**

- Project manager leading the design team in incorporating new drainage facilities, pedestrian safety lighting and drought tolerant landscaping
- On-Call project and is part of the new on-going pavement management program the city uses to prioritize and fund roadway maintenance
- Coordinated construction activities with both the Contractor and City Representatives including traffic control and detour determination

**Foster Road Side Panels Project, Norwalk, CA**

- Presented and evaluated the opportunity to employ a "Road Diet" to Foster Road between Pioneer Avenue and Studebaker Road
- Led the design team in incorporating new drainage facilities incorporating LID standards, lighting, and new landscaping
- Developed side panel geometry and roadway striping modification for Road-Diet
- Led the coordination/relocation with third party utilities, including SCE street light, Frontier down guy relocation, and water line reconnection for irrigation
- Project executive for the design team in incorporating new drainage facilities, pedestrian safety light, and drought tolerant landscaping
- Prepared PS&E submittal package

**Lakewood/Florence Intersection Improvement Project, Downey, CA**

- Developed numerous geometric alternatives
- Project Manager leading a multi-discipline team
- Refined Right of way acquisition needs
- Coordinated with utility companies





## SHEILA AMPARO, PE, QSD/P

PROJECT MANAGER

Sheila has more than 20 years of civil engineering experience in roadway design, grading, and highway/bridge projects with municipal agencies, as the project engineer, design manager, and project manager. Sheila has led the design efforts for roadway geometrics, grading, signing and striping, stage construction and traffic handling on a number of large transportation projects and understands the importance of strong, clear communication when it comes to meeting project goals to ensure timely and accurate execution of project deliverables. She will oversee all the geometric design, and ensure that coordination among the team members are consistent and clear.

### EDUCATION

B.S., Civil Engineering,  
California Polytechnic  
University, Pomona

### REGISTRATION

Professional Civil  
Engineer, CA No.  
78003

### AFFILIATIONS

Qualified SWPPP  
Developer (QSD) &  
Practitioner (QSP)  
CA No. 26297

### TOTAL YEARS EXPERIENCE

21 years, 7 with BKF

### SELECT PROJECT EXPERIENCE

#### **Rosecrans & Altura Pavement Rehabilitation Project, Buena Park, CA**

- Project Manager for the pavement rehabilitation project
- Scope included curb, gutter, cross gutter and sidewalk replacement
- Replacement of ADA compliant curb ramps
- Led review meetings with city staff and design team
- Coordinated project design with city staff and subconsultants
- Coordinated/prepared pavement rehabilitation alternatives with associated costs

#### **Street Improvement Project - Lakeland Road, Santa Fe Springs, CA**

- Project manager leading the design team in implementing pavement recommendation, sidewalk, curb and gutter replacement
- Met with City staff and maintenance crew to identify limits of improvements and scope of construction work
- Prepared and submitted construction bid documents
- Provided support during bidding process

#### **Country Hills Pavement Rehabilitation & Water Connection, Brea, CA**

- Preparation of plans, specifications, and estimate for the pavement rehabilitation and water main improvements
- Tested soil for corrosivity to ensure the proper pipe materials were used for the replaced water main lines
- Project rehabilitated the pavements, ungraded curb ramps to be ADA compliant, and replaced sidewalk
- Provided general civil and surveying services & utility coordination

#### **Foster Road Side Panel, Norwalk, CA**

- Project engineer for geometric alignments alternatives
- Led coordination efforts with design team
- Developed side panel geometry and roadway striping modification for Road-Diet
- Civil team leader for design and coordination with sub-consultants
- Generated utility composite plan and identified utility relocation needs
- Developed stage construction concept to minimize impact to public
- Prepared PS&E submittal Package





## SAEED KERAYEHCHIAN, PE, PTOE

QUALITY ASSURANCE / QUALITY CONTROL ENGINEER

Saeed has more than 10 years of project experience in Transportation Engineering and Land Development Projects including Advanced Urban/Rural Roadway Corridor and Intersection Modeling, Grading, Drainage, and Stormwater Drainage. Saeed has made significant contributions in developing transportation strategies and solutions to a wide variety of land-use projects and urban street improvement projects (included bike/pedestrian improvements, roadway widenings, and intersection improvements) from early decision-making in the conceptual and functional design stages to detailed geometric design guidance in the preliminary and final engineering stages.

### SELECT PROJECT EXPERIENCE

#### EDUCATION

M.S., Transportation Engineering, Azad University of Tehran

B.S., Civil Engineering, Azad University of Mashhad

#### REGISTRATION

Professional Civil Engineer, CA No. 89422

Professional Traffic Operations Engineer, No. 4710

#### TOTAL YEARS EXPERIENCE

10 years, 1 with BKF

#### Lakewood/Florence Intersection Improvements, Downey, CA

- Project Engineer for geometric alignments
- Civil team leader for design and coordination with sub-consultants
- Responsible for QA/QC process
- Prepare the PS&E package

#### Avenue of Angels, Los Angeles, CA

- Project seeks to transform Francisco Street into an active pedestrian corridor linking the Financial District to the Sports and Entertainment District
- Prepared Street realignment to improved and enhanced traffic access along the Francisco Street for people and vehicles

#### Los Angeles Convention Center (LACC) Expansion and Renovation, Los Angeles, CA

- New hall as an expansion would be constructed over Pico Boulevard to connect the existing West Hall and South Hall of Convention Center, to provide an expansion of up to 700,000 sq. ft.
- Performed technical engineering reviews of plans, specifications, and studies for geometric design/improvement of roadways, sidewalks, bikeways, and intersections around the project, considering Complete Street Elements in design

#### Los Angeles Skyscraper at 1045 Olive, Los Angeles, CA

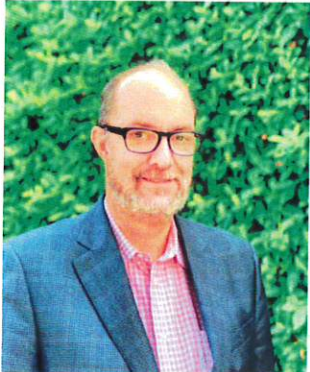
- 70-story residential tower with nearly 800 apartments at South Olive and 11 Street. At 770 feet, it would also be among the city's tallest buildings
- Performed analyses relating to the preparation of Traffic Impact Study (using CEQA new VMT metrics)

#### Coachella Valley Arena, Coachella, CA

- Coachella Valley Arena is a planned multi-purpose 10,000-seat indoor arena to be built in the Coachella Valley near Palm Desert, California. The project will be complete during the last quarter of 2022
- Prepared Parking Study (site access, internal circulation, parking shared analysis), and prepared parking lot layout, the design considered requirements for access, continuous circulation, sight distance, and accessible parking
- Performed freeway operational analysis



KEY PERSONNEL RESUME



DAVIS THRESH, PLS

SURVEY MANAGER

Throughout his tenure with BKF, Davis has played a key role in many projects in both the public and private sectors. He has been the lead surveyor on numerous projects involving districts, cities, counties, and other local municipalities in California. He is responsible for management of all phases of land surveying including construction, both aerial and conventional topographic and planimetric surveys, boundary analysis and resolutions, right of way engineering, as-built surveys, digital terrain modeling, directing field and office survey efforts, contract document preparation, cost estimation, and contract administration. He provides coordination with clients, other professional consultants and reviewing agencies.

EDUCATION

Surveying, Diablo Valley College, Pleasant Hill, CA

REGISTRATION

Professional Land Surveyor, CA No. 6868

AFFILIATIONS

California Land Surveyors Association. Member since 1991.

TOTAL YEARS EXPERIENCE

38 years, 31 with BKF

SELECT PROJECT EXPERIENCE

Jamboree/Barranca Intersection Improvement Project, Irvine, CA

- Coordinated research & field crews for boundary search & plotting
- Topographic Map Drafting & Redlining
- Control - GPS Surveying Adjustments
- Coordinated Locating of Existing Monuments

Mount Vernon Viaduct Project, San Bernardino, CA

- Pre-Construction Record of Survey
- Survey Control
- Land Net Survey:
- Legal descriptions and plats
- Utility Mapping
- Record of Surveys
- Monument perpetuation
- Research of public records/maps
- Organization of all research records

- Utility Verification
- Advanced Design Surveys
- Right of Way Engineering
- Stake Property Lines
- Field and Office Survey Support
- Post-construction Record of Survey

McKinley Street Grade Separation, Corona, CA

- Pre-Construction Record of Survey
- Survey Control
- Land Net Survey
- Utility Verification
- Advanced Design Surveys
- Right of Way Engineering
- Stake Property Lines
- Field and Office Survey Support
- Post-construction Record of Survey



### ROGER W. SCHLIERKAMP, M.SC., PE

GMU PAVEMENT ENGINEERING | SENIOR PAVEMENT ENGINEER

Roger possesses over 10 years of experience in pavement engineering and construction related projects, such as pavement evaluation / design, pavement condition index studies, construction testing/observation, specification development, and mix design development projects. His experience includes working with a number of local agencies, private sector clients, civil engineering firms, paving contractors, and pavement material producers. He has also worked successfully as a Quality Control / Quality Assurance Manager and Pavement Engineer on a wide variety of projects. His engineering experience includes performing pavement evaluations, developing cost-effective pavement repair recommendations, performing pavement mix designs, and managing testing / observation services of pavement-focused construction projects.

#### SELECT PROJECT EXPERIENCE

##### **Plaza Del Amo at Western Mobility Enhancement Project, Torrance, CA**

- Performed pavement evaluation/design of existing roadway as well as widened roadway

##### **Bonita Canyon Drive and Ford Road, Newport Beach, CA**

- Performed pavement evaluation consisting of pavement surface condition assessments, corings, deflection testing, lab testing, analysis, and development of pavement rehabilitation recommendations

##### **Bison Ave, San Joaquin Hills Road, San Nicolas, Newport Beach, CA**

- Performed pavement evaluation consisting of pavement surface condition assessments, corings, deflection testing, lab testing, analysis, and development of pavement rehabilitation recommendations

##### **Crenshaw Blvd Rehabilitation Project, Torrance, CA**

- Performed pavement evaluation to develop pavement rehabilitation repair recommendations

##### **City of Lake Forest Pavement Evaluations, Lake Forest, CA**

- Performed pavement evaluation for various pavement CIP projects, including Portola Parkway, Dimension Drive, Civic Center Drive, etc.

##### **Santa Fe Springs and Painter Avenue Pavement Reconstruction Project,**

- Performed pavement evaluation and developed pavement reconstruction repair recommendations, including full-depth reconstruction repair

##### **South Residential 1" Pavement Evaluation Project, Santa Fe Springs, CA**

- Performed pavement evaluation and developed pavement reconstruction repair recommendations, including full-depth reconstruction repair
- Provided observation and testing services during construction phase

##### **FY 18-19 Pavement Maintenance/Repair Project, Dana Point, CA**

- Performed pavement surface condition assessments of various streets throughout City of Dana point, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase

#### EDUCATION

M.S. Civil Engineering  
(Pavement/Materials  
Engineering),  
University of Nevada,  
Reno, NV

B.S. Civil Engineering,  
University of Nevada,  
Reno, NV

#### REGISTRATION

Professional Civil  
Engineer, CA No.  
81529

#### TOTAL YEARS EXPERIENCE

10 years



# CONTACT

CHRIS RIDEOUT, PE

(949) 526-8462

[crideout@bkf.com](mailto:crideout@bkf.com)





**CITY OF SOUTH GATE**  
**Citywide Residential Resurfacing Project, Phase I and Phase II, City Project No. 662-ST**  
**BKF TEAM FEE PROPOSAL**

Task	BKF ENGINEERS											Total Hours	Skeletal Cost	Total Cost		
	Checklist Change	Surf Project Manager	Surveying/Survey Manager	Senior Project Engineer	Project Engineer/Surveyor	Design Engineer/Staff Surveyor	Project Assistant	Survey - Party Chief	Survey - Chairman	Skeletal Hours	Skeletal Cost					
<b>TASK 1 PROJECT MANAGEMENT</b>																
Attend Kick-Off Meeting	1	24	0	1	12	2										
Project Management/Coordination Meetings	1	24	0	1	12	2										
<b>Task 1 Subtotal (C)</b>	2	48	0	2	24	4										
<b>TASK 2 Agency &amp; Utility Coordination</b>																
Utility Coordination (Utility A, B, C Letters)	2	2		16	22	32										
Utility Base Mapping	2	2		16	22	32										
<b>Task 2 Subtotal (C)</b>	4	4		32	44	64										
<b>TASK 4 Preliminary Engineering</b>																
Survey Controls and Supplemental Survey (FOR PHASES I, II, III)	1	1		1	1	1										
Outside Direct Cost (Aerial for Phases I, II, and III)	1	1		1	1	1										
Geotechnical Investigation & Report (GMJ Subcontractor) (FOR PHASES I, II, III)	1	1		1	1	1										
Pavement Treatment Recommendations Conceptual Exhibit and Cost	1	1		1	1	1										
<b>Task 4 Subtotal (C)</b>	4	4		4	4	4										
<b>TASK 5-7 50% PSE PLAN PREPARATION</b>																
Refine PSE Package based on City review of Concept/Preliminary/Plan	16	8		52	72	120										
Prepare Technical Specifications	8	4		24	32	48										
Construction Cost Estimate	4	2		12	16	24										
<b>Task 5-7 Subtotal (C)</b>	28	14		88	120	192										
<b>TASK 5-7 95% PSE PLAN PREPARATION</b>																
Refine PSE Package based on City review of 60% PSE Submittal	16	8		52	72	120										
Prepare Technical Specifications	8	4		24	32	48										
Construction Cost Estimate	4	2		12	16	24										
<b>Task 5-7 Subtotal (C)</b>	28	14		88	120	192										
<b>TASK 5-7 100% FINAL/BID-READY PLAN PREPARATION</b>																
Refine PSE Package based on City review of 90% PSE Submittal	16	8		52	72	120										
Prepare Technical Specifications	8	4		24	32	48										
Construction Cost Estimate	4	2		12	16	24										
<b>Task 5-7 Subtotal (C)</b>	28	14		88	120	192										
<b>TASK 8 RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS</b>																
RFI Review/Response	9	4		27	36	54										
Review Contractor Submittals	2	1		6	8	12										
<b>Task 8 Subtotal (C)</b>	11	5		33	44	66										
<b>TASK 12 PREPARE RECORD DRAWINGS (AS-BUILTS)</b>																
Prepare As-Built Drawings from Contractor/City Redlines	2	1		6	8	12										
<b>Task 12 Subtotal (C)</b>	2	1		6	8	12										
<b>TOTAL</b>	12	6		36	48	72										
<b>Total Hours</b>	12	6		36	48	72										
<b>Total Dollars</b>	\$511	\$20,274		\$1,728	\$11,874	\$16,800										
<b>GRAND TOTAL</b>																
General and Administrative Fee (3.0% of Total Fee) Total Dollars: \$511 + \$20,274 + \$1,728 + \$11,874 + \$16,800 = \$53,187 GRAND TOTAL: \$53,187																

CONSULTANTS LIST  
CITY OF SOUTH GATE

**The Citywide Residential Resurfacing Project, Phase I and II, City Project No. 662-ST and  
Citywide Sidewalk Improvement, Phase VIII, City Project No. 659-ST**

**Proposal Due Date: 09/22/2021**

Consultant Name	Contact Person	Address	Phone	Date/Time Stamp	Email
KOA Corporation	Yggy Ruiz, P.E., Project Manager	1100 Corporate Center Drive, Suite 201 Monterey Park, CA 91754	323.260.4703	9/21/2021 @ 2:00 PM	<a href="mailto:yruiz@koacorp.com">yruiz@koacorp.com</a>
Engineering Resources of Southern California	John M. Brudin, P.E., Vice President	1861 W. Redlands Blvd., Redlands, CA 92373	909.890.1255	9/22/2021 @ 10:57 AM	<a href="mailto:matt@erscinc.com">matt@erscinc.com</a>
Onward Engineering	Majdi Ataya, P.E., President	300 S. Harbor Blvd. Suite 814, Anaheim, CA 92805	714.533.3050	9/22/2021 @ 2:40 PM	<a href="mailto:mataya@oe-eng.com">mataya@oe-eng.com</a>
Psomas	Arief Naftali, P.E., Vice President	855 South Flower Street, Suite 4300, Los Angeles, CA 90071	213.223.1400	9/22/2021 @ 2:15 PM	<a href="mailto:arief.naftali@psomas.com">arief.naftali@psomas.com</a>
BKF Engineers	Chris Rideout, P.E., Vice President	4675 MacArthur Court, Suite 400, Newport Beach, CA 92660	949.526.8462	9/22/2021 @ 2:15 PM	<a href="mailto:crideout@bkf.com">crideout@bkf.com</a>
JMD	Juan Diaz, P.E., President	18645 East Gate Avenue, Suite 212, City of Industry, CA 91748	626.820.1137	9/22/2021 @ 2:00 PM	<a href="mailto:jmdiaz@jmdiaz.com">jmdiaz@jmdiaz.com</a>
dSantna Arquitectura	David Santana, AIA, President	4401 Atlantic Avenue, Suite 200, Long beach, CA 90807	562.896.5945	9/22/2021 @ 3:53 PM	<a href="mailto:david@dsantanaarchitect.com">david@dsantanaarchitect.com</a>

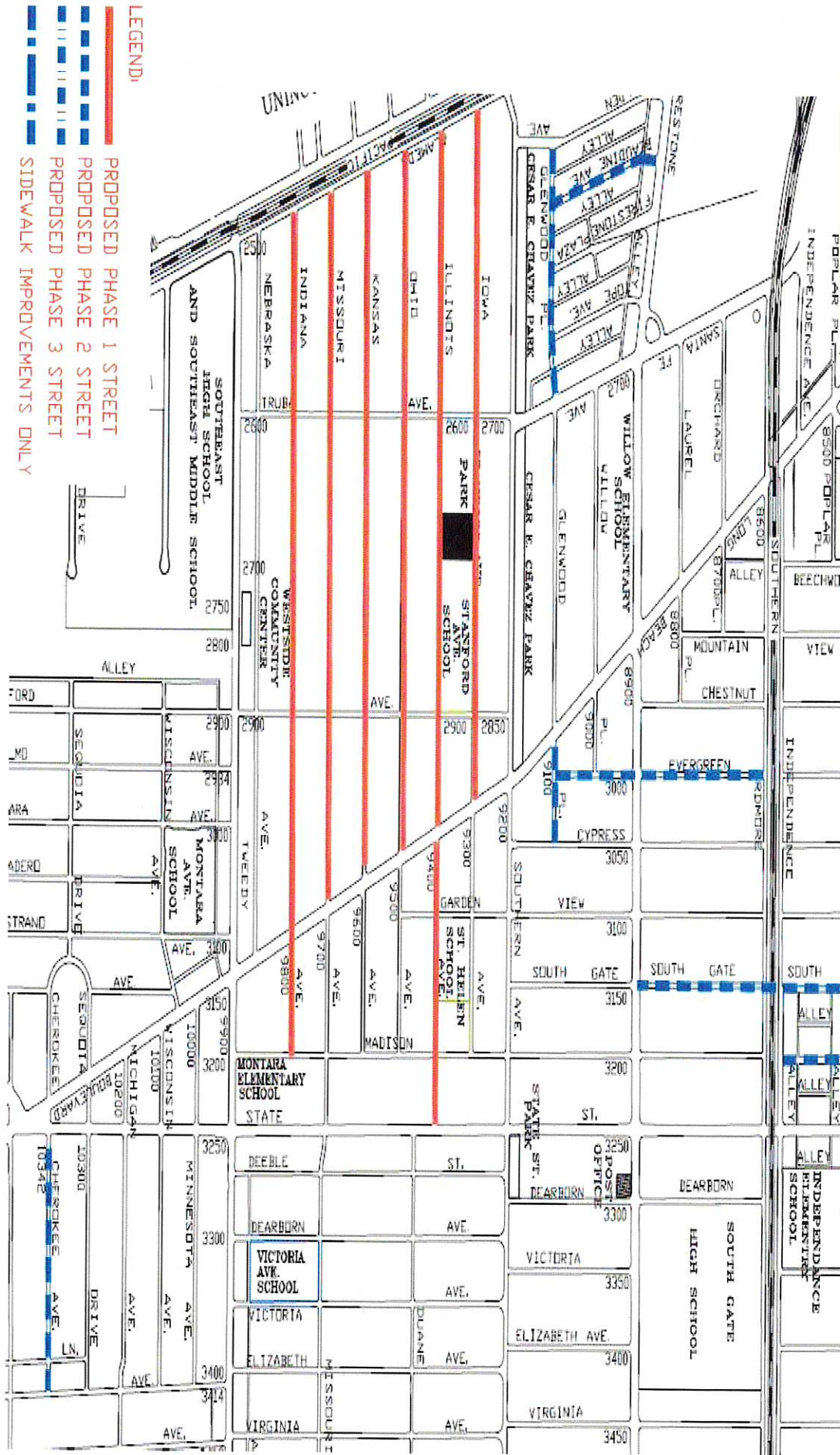
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**The Citywide Residential Resurfacing Project, Phase I and II, City Project No. 662-ST and  
The Citywide Sidewalk Improvement, Phase VIII, City Project No. 659-ST**

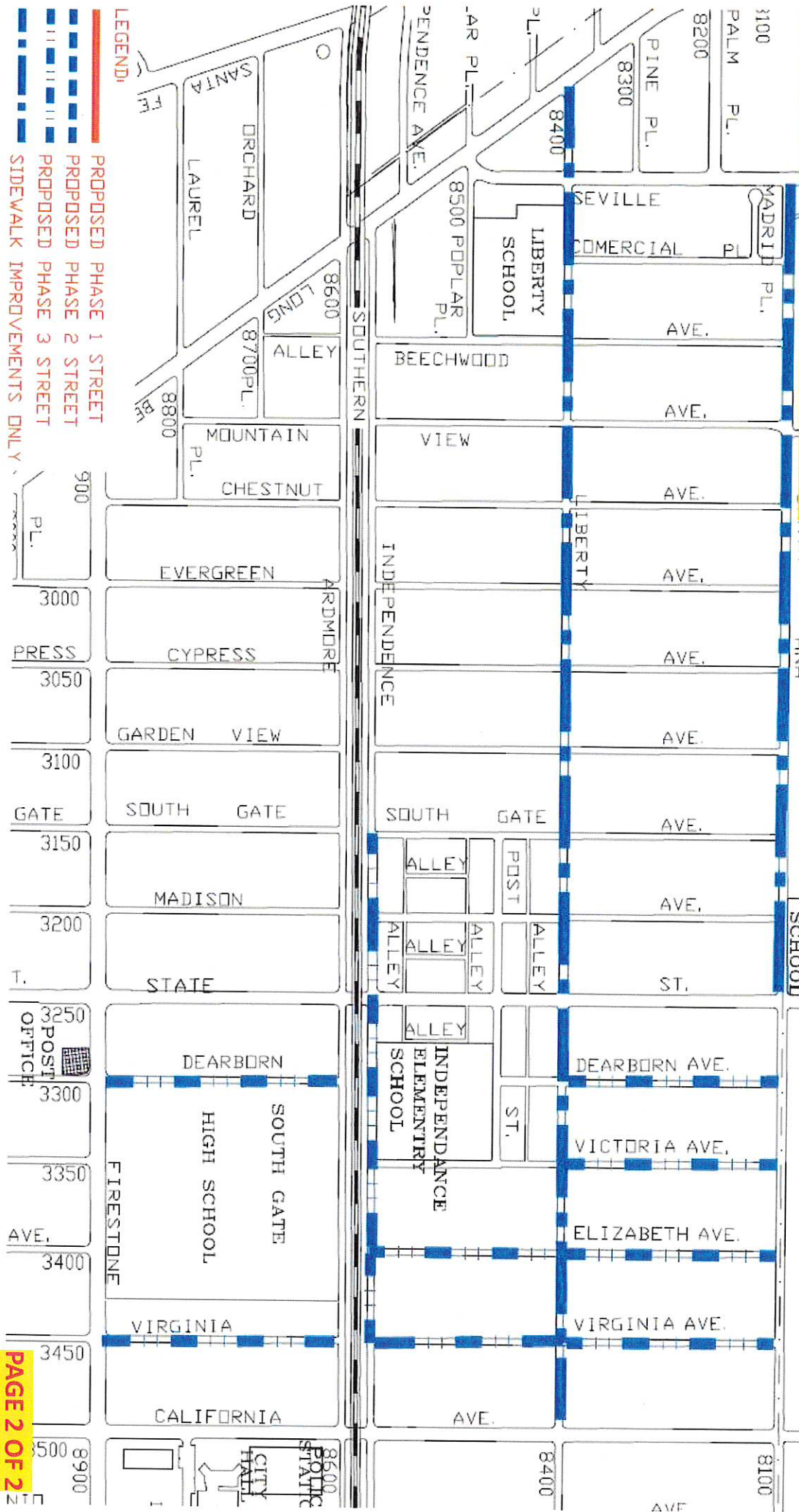
**Total Evaluation**

Interview Order	Firm Name	Fee Proposal	Total Points (100)	Total Points (100)	Total Points (100)	Total Max Point (300)	Rank
		Design Fees	Proposal	Presentation	Interview	Total Points	
1	KOA Corporation	\$ 450,151	84.5	85.3	85.3	255.2	5
2	Engineering Resources of Southern California	\$ 396,242	81.0	89.0	89.0	259.0	4
3	Onward Engineering	\$ 519,919	85.5	84.7	84.7	254.8	6
4	Psomas	\$ 677,885	91.0	89.0	89.0	269.0	2
5	BKF Engineers	\$ 365,621	87.5	91.3	91.3	270.2	1
6	JMD	\$ 537,360	85.0	89.0	89.0	263.0	3

# LOCATION MAP (PHASE 1 AND 2)



**LOCATION MAP (PHASE 3 AND 4)**



City of South Gate  
CITY COUNCIL

CITY MANAGER'S OFFICE

NOV 16 2021

AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: Parks & Recreation

Interim Director: Steve Costley  
Steve Costley

Interim City Manager: Chris Jeffers  
Chris Jeffers

**SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 3153 WITH FIESTA DE CARNIVAL EXTENDING THE TERM OF THE CONTRACT FOR AN ADDITIONAL ONE YEAR**

**PURPOSE:** To extend the current carnival vendor contract for one (1) year. Due to the COVID-19 pandemic, there were no carnivals held in South Gate in 2021 and this vendor was unable to provide services per his contract.

**RECOMMENDED ACTION:** The City Council will consider:  
a. Approving amendment No. 2 to Contract No. 3153 with Fiesta de Carnival extending the Concession Agreement for the Production of Special Event Carnivals for one (1) year; and  
b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** Revenue in prior years from the two City events was \$26,386. There is no expectation that the revenues for the upcoming year will exceed the previous year total, although there may be a decrease due to the effects of the COVID-19 pandemic on the events.

**REPORT SUMMARY:** In October of 2015, the City awarded a five-year contract to Fiesta de Carnival for the production of Special Event Carnivals at South Gate Park. Due to the worldwide pandemic, the 2020 and 2021 productions of both the Azalea Festival and the 4<sup>th</sup> of July Carnivals were cancelled. This amendment seeks to extend the current contract by one year to make up for the loss due to the COVID-19 Pandemic. All terms of the previous contract will still be honored.

**ATTACHMENTS:**  
A. Proposed Amendment No. 2 to Contract No. 3153  
B. Amendment No.1 to Contract No. 3153  
C. Contract No. 3153

**AMENDMENT NO. 2 TO CONTRACT NO. 3153  
CONCESSION AGREEMENT FOR THE PRODUCTION OF SPECIAL EVENT  
CARNIVALS BETWEEN THE CITY OF SOUTH GATE AND FIESTA DE CARNIVAL**

This Amendment No. 2 to Contract No. 3153, Concession Agreement for the Production of Special Event Carnivals ("Amendment No. 2"), is made and entered into on November 23, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Fiesta De Carnival, a California sole proprietorship ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS:**

**WHEREAS**, on October 14, 2015, the City Council approved Contract No. 3153 with Contractor ("Agreement") for Production of Special Event Carnivals for a five-year term through and including December 31, 2020;

**WHEREAS**, the City and Contractor executed Amendment No. 1 extending the term of the Agreement for an additional one-year term through and including December 31, 2021, due to the loss of services in 2020 caused by the COVID-19 pandemic; and

**WHEREAS**, the City and Contractor desire to execute Amendment No. 2 extending the term of the Agreement for an additional one-year term through and including December 31, 2022, due to the loss of services in 2021 caused by the COVID-19 pandemic.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**

**8. TERM OF AGREEMENT.** The term of the Agreement shall be extended by one (1) year through and including December 31, 2022, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

**2. EFFECT OF AMENDMENTS.**

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above.

[Remainder of page left blank intentionally.]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SOUTH GATE:**


By: \_\_\_\_\_  
Al Rios, Mayor

Dated: \_\_\_\_\_

**ATTESTED:**

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

**APPROVED AS TO FORM:**

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

**FIESTA DE CARNIVAL:**

By: \_\_\_\_\_  
Ted Holcomb, President

Dated: \_\_\_\_\_



**AMENDMENT NO. 1 TO CONTRACT NO. 3153  
CONCESSION AGREEMENT FOR THE PRODUCTION OF SPECIAL EVENT  
CARNIVALS BETWEEN THE CITY OF SOUTH GATE AND FIESTA DE CARNIVAL**

This Amendment No. 1 to Contract No. 3153, Concession Agreement for the Production of Special Event Carnivals ("Amendment No. 1"), is made and entered into on October 13, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Fiesta De Carnival, a California sole proprietorship ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS:**

**WHEREAS**, on October 14, 2015, the City Council approved Contract No. 3153 with Contractor ("Agreement") for Production of Special Event Carnivals for a five-year term through and including December 31, 2020; and

**WHEREAS**, the City and Contractor desire to execute Amendment No. 1 extending the term of the Agreement for an additional one-year term through and including December 31, 2021, due to the loss of services in 2020 caused by the COVID-19 pandemic.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**

- 8. TERM OF AGREEMENT.** The term of the Agreement shall be extended by one (1) year through and including December 31, 2021, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

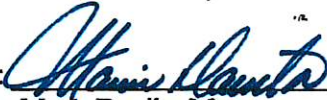
**2. EFFECT OF AMENDMENTS.**

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above.

[Remainder of page left blank intentionally.]

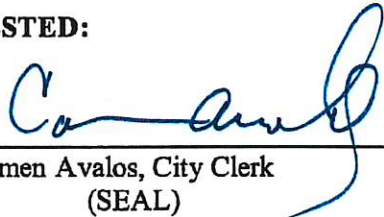
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SOUTH GATE:**

By:   
Maria Davila, Mayor

Dated: 10/14/2020

**ATTESTED:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**FIESTA DE CARNIVAL:**

By:   
Ted Holcomb, President

Dated: 10/8/20

**CONCESSION AGREEMENT FOR THE  
PRODUCTION OF SPECIAL EVENT CARNIVALS**

This AGREEMENT FOR THE PRODUCTION OF SPECIAL EVENTS CARNIVALS ("Agreement") is made and entered into this 14<sup>th</sup> day of October, 2015, by and between the City of South Gate, a municipal corporation ("City"), and Fiesta De Carnival, a California Sole Proprietorship ("Concessionaire").

**RECITALS**

- A. The City desires to obtain the services of a concessionaire to provide carnival services for specified City events for the City's park patrons on the terms and conditions herein set forth.
- B. Concessionaire warrants and represents that it is fully qualified and capable of providing carnival services by virtue of prior experience as owner of Fiesta De Carnival located at 11278 Los Alamitos Blvd #1101, Los Alamitos, CA 90720
- C. The carnival services are to be provided in certain geographical areas in South Gate Park which are more specifically described herein.

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. **PARTIES TO THE AGREEMENT** - The parties to this Agreement are:
  - A. The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280
  - B. Fiesta De Carnival, having its principal offices at 11278 Los Alamitos Blvd #1101, Los Alamitos, CA 90720.
- 2. **REPRESENTATIVES OF THE PARTIES AND SERVICES OF NOTICES** - The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:
  - A. The principal representative of the City shall be:  
  
Paul Adams, Director of Parks & Recreation  
Parks & Recreation Department  
4900 Southern Avenue  
South Gate, CA 90280  
Email: padams@sogate.org
  - B. The principal representative of the concessionaire shall be:

Ted Holcomb  
Fiesta De Carnival  
11551 Weatherby Rd., Los Alamitos, CA 90720  
Fax: 562.799.1443  
Email: Tedhulk@msn.com

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

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

3. GRANT OF CONCESSION - The City hereby grants to the Concessionaire, upon the terms and conditions hereinafter set forth, the exclusive concession to produce and conduct certain special events in the City, at South Gate Park, for the period commencing on the effective date of this Agreement and continuing thereafter through December 31, 2020, unless sooner terminated in accordance with Section 8 hereof. Said special events shall consist of carnivals to be conducted in accordance with the terms and specifications of the proposal submitted by the concessionaire and made part of this agreement by its attachment hereto. Specifically, the carnivals shall be held in conjunction with the following City events:

A. The Azalea Festival (duration approximately 4 days, normally the third weekend of March); and

B. The Fourth of July Celebration (duration approximately 4 days of which one day will be the Fourth of July).

City shall annually notify Concessionaire as to the dates of the above-referenced City-sponsored activities as soon as they have been established.

4. ACCEPTANCE OF CONCESSION - The Concessionaire accepts said concession upon the terms and conditions stated herein and set forth within the Concessionaires proposal and agrees to accomplish the following prior to the exercise of any rights and privileges granted hereunder:

A. The Concessionaire shall obtain any and all permits or licenses that may be required by the City, State and County in connection with the operation of the concession. A meeting with all appropriate parties will be arranged prior to each event.

B. The Concessionaire shall ensure that each and every subcontractor engaged in producing a carnival shall obtain and maintain during the duration of the carnival workers' compensation insurance and employer's liability insurance with such limits as may be required

by law. Certificates evidencing such insurance shall be provided to the City.

- 1) Specifically related to any subcontractor who will be providing mechanical rides or attractions as a part of these events, a certificate of insurance meeting all requirements stated in Section 9 of this agreement shall be provided by the Attraction Operator naming both Fiesta de Carnival and the City of South Gate as additional insured minimum of 10 days before the scheduled event.
- 2) The City shall have, at its sole discretion, right of final refusal for any subcontractor who will be providing mechanical rides or attractions as part of these events. Prior to booking any such subcontractor, Concessionaire shall provide City with the name of the proposed vendor and a full and complete loss run on all insurances for the past five years.

C. The Concessionaire shall ensure that each and every subcontractor engaged in producing a carnival shall obtain and maintain during the duration of the carnival, and file with the City a policy or certification of public liability insurance with a combined single limit in the sum of not less than ten million (\$10,000,000) dollars, for carnival operations and one million (\$1,000,000) dollars for vendor booths, insuring itself and the City, its officers, agents and employees, against liability. Such policy shall be approved by the City Attorney as to form and shall provide that it will not be cancelled or terminated with at least thirty (30) days' prior written notice thereof delivered to the City

D. All service provided shall comply with current federal, state, and other laws relative thereto. Concessionaire further agrees that the services proposed comply with all applicable Federal and State Occupational Safety and Health laws, standards for regulations, and that Concessionaire will indemnify and hold the City harmless for any failure to so conform.

5 CONCESSION FEE - As consideration for the rights and privileges granted to Concessionaire hereunder, Concessionaire shall pay to the City the following amount in connection with each carnival conducted in conjunction with the City-sponsored activities referenced above:

- A. The sum of fifteen thousand (\$15,000) dollars for the Azalea Festival, and twelve thousand (\$12,000) dollars for the Fourth of July Celebration, or 25% of the gross proceeds from rides for the first eighty thousand (\$80,000) dollars of ride revenue and 30% of all ride revenue over eighty thousand (\$80,000) dollars, whichever amount is greater.
- B. In addition, Concessionaire shall pay a sum of fifty (\$50) dollars per game, ten (\$10) dollars per vendor booth after the first twenty (20) vendor booths and twenty-five (25%) percent of each sponsorship obtained by the Concessionaire.
- C. Said concession fee shall be paid to the City no later than one week following the conclusion of each carnival. Said fee shall be accompanied by a financial statement

disclosing all revenues received by the Concessionaire in relation to the Carnival and related events and activities.

6. CONCESSIONAIRE'S RIGHTS AND OBLIGATIONS

A. Concessionaire is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

B. Each carnival conducted by the Concessionaire in conjunction with the two annual City-sponsored events shall include, at the minimum, the following:

- 1) Attractions
  - At least eighteen (18) quality rides, including at least three (3) "spectaculars,"
  - Ten (10) "majors," and five (5) "kiddy rides."
  - At least ten (10) professional games.
  - At least two (2) candy wagons
  - The sale of cotton candy, snow-cones, popcorn, candied apples, corn dogs, and non-alcoholic beverages.
- 2) Food vendors of sufficient number and variety to prevent service waits exceeding ten (10) minutes. All food services must have a current health permit.
- 3) Provide a community stage at least 24' x 48' with a sound system adequate to be heard from all points in the carnival area
- 4) Provide informational booths for local non-profit organizations as requested at least one week in advance at no charge.
- 5) The concessionaire shall provide ticket sellers in connection with rides and gate admissions, if applicable.
- 6) The concessionaire shall be responsible for trash pick-up within the carnival set-up area, with sufficient disposable refuse bins provided by the city.
- 7) The concessionaire shall provide a minimum of seven (7) portable toilets for use by carnival patrons within the designated carnival area.
- 8) The concessionaire shall provide temporary fencing as needed to secure the carnival area as determined by mutual agreement. In the event that the carnival has a fireworks display associated with it, the concessionaire shall provide adequate fencing to keep carnival participants out of the launch area.
- 9) The concessionaire shall provide security, both at the entry gates and within the carnival premises, at a level approved by the city.
- 10) The concessionaire shall provide a sound engineer for Azalea Festival Community Stage event and the 4<sup>th</sup> of July Fireworks Show.

C All food, beverages, confections, and refreshments sold or kept for sale shall be first class quality, wholesome and pure, and shall conform to state, county and municipal laws, ordinances, and regulations in all respects.

D. Concessionaire acknowledges that the sale and consumption of beer, wine and

other alcoholic beverages is prohibited by the South Gate Municipal Code in all City parks, including South Gate Park.

E. Concessionaire shall comply with all OSHA and CALOSHA safety procedures and rules. A copy of the Ride Operator's claim history for at least the past five years shall be provided for review by the City at least 60 days prior to each event.

F. In assuming responsibility and exclusive control over the operation of all rides and equipment, the concessionaire shall be responsible to provide skilled personnel, insuring their personal conduct, honesty, healthy, ability and personal appearance (including neat and clean uniforms bearing the name or logo of concessionaire)

G. At least 60 days prior to each event, the Concessionaire shall submit for approval to the City a proposed promotional plan for the upcoming event including draft versions of all major print promotional pieces. The promotional plan will shall have a minimum value of \$4,000 and include but not be limited to the following:

- 1) Concessionaire shall provide the City with a minimum of 2,000 flyers for distribution at City events and facilities. These flyers will be full color and professionally designed and shall be a minimum of 8.5" x 5.5". Flyers shall include both the carnival and the associated City event.
- 2) Concessionaire shall provide at least 500 full color posters. The Concessionaire shall be responsible for distributing and posting all posters within the City appropriately and in accordance with all City sign ordinance requirements. All posters shall be a minimum size of 11" x 17" and professionally designed.
- 3) Concessionaire shall provide the City with at least twelve professionally produced full color banners for use on the City's standard light pole banners. Specifications shall be provided by the City.
- 4) Concessionaire shall work with local media on behalf of the City to provide radio and newspaper ads and coverage for the carnival and associated events.
- 5) **All advertising materials and decorations for the 4<sup>th</sup> of July carnival shall be in a red, white and blue color scheme with patriotic elements clearly visible.**
- 6) All advertising materials and decorations for the Azalea Festival shall comply with the assigned color scheme and theme chosen for that year's event.
- 7) All advertising shall be either in English or may be bilingual in both English and Spanish. No Spanish only materials will be allowed.

H. The Concessionaire shall provide ticket sellers in connection with rides and gate admissions, if applicable. However, the City shall also have the right in its sole discretion, to provide additional personnel for the sale of ride tickets.

I. Concessionaire's personnel shall be satisfactory to the City as to their personal conduct, honesty, health, ability and personal appearance. Concessionaire's personnel shall, at all times be attired in neat, clean uniforms bearing the name or logo of the Concessionaire.

J. The Concessionaire shall be responsible for providing adequate personnel for the purpose of maintaining the carnival premises in a safe, clean and sanitary condition at all times. The carnival premises shall be restored by Concessionaire to neat and clean condition upon the conclusion of each carnival, and all equipment and other personal property owned or utilized by Concessionaire shall be promptly removed. Any injury or damage to the carnival premises including ball fields and turf, caused by such removal shall be repaired at the sole cost and expense of Concessionaire.

K. Concessionaire shall be provided with adequate space to stage equipment beginning at 6:00am one day prior to the carnival opening and until 4:00pm on the day following the last day of the carnival. Any additional time required for staging or parking vehicles or equipment shall be arranged with the City at least 30 days prior to the event and may require an additional fee at the sole discretion of the City. Any unauthorized parking of vehicles or equipment outside of the allotted schedule shall result in a fine of \$500 per day.

L. In the event that the Concessionaire or Ride Operator wish to house personnel on site during hours of non-operation, an "Overnight Camping Permit" must be obtained from the City. This requirement does not apply to security personnel who are assigned to patrol the carnival area during times of non-operation. Such security personnel must be appropriately uniformed and must be actively patrolling or monitoring the carnival area for security purposes while on City property.

An Overnight Camping Permit, if issued, shall include a fee of \$500 per night and shall stipulate all requirements related to such permit, including but not limited to the following.

- 1) All activity shall cease and all personnel and equipment remaining on the park shall be "quiet and dark" from one hour after close of operations to 6:00am the next morning.
- 2) Alcohol and drugs are not allowed on the park and may not be present, even within the confines of any portable housing or trailers provided in conjunction with an overnight permit.
- 3) Permittees who are allowed to stay on the park during hours of non-operation must comply with all park ordinances, rules and regulations.
- 4) Failure to comply with any of the above or any requirements stated in the overnight camping permit may result in the individuals being subject to citation, ejection from the park or arrest by the Police. Such violations may also result in a fine of at least \$500 per occurrence to the Concessionaire.

M. The Concessionaire shall provide security, both at the entry gates and within the carnival premises, at a level approved by the city. Concessionaire's plans for security protection shall be approved by the City not less than two (2) weeks prior to the commencement of each carnival. Concessionaire's security shall meet with representatives of the South Gate Police Department prior to each event to coordinate communications.



O. The Concessionaire shall make available to non-profit clubs and organizations "Sub-concession Booths" for each carnival. The rental fee of which shall be subject to advance approval of the city. Concessionaire shall provide not less than twenty (20 amps) amperes of power for each "Sub concession Booth", and any power requirements in excess of twenty (20 amps) amperes shall be subject to additional charges.

P. The Concessionaire will be responsible for obtaining all necessary permits and licenses, including Los Angeles County Health Department and Fire Department permits, for each event.

Q. Concessionaire shall be obligated to provide "Committee Booths", provided however, that the proposed locations for any such booths shall be provided by Concessionaire with power hook-ups and lights.

R. Concessionaire's principal representative shall be available at all reasonable times during the term of this Agreement to meet with representatives of the City, including any duly authorized committees, for the purpose of coordinating all plans, programs and events relating to the City-sponsored activities referenced above in Paragraph 3.

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

T. The Concessionaire shall, at the City's request, provide a presale ticket program allowing local non-profit organizations as agreed upon by the Concessionaire to sell or distribute presale ticket packages as a fundraiser for that organization.

## 7. CITY'S RIGHTS AND OBLIGATIONS

A. City shall cause to be provided to Concessionaire, in connection with each carnival authorized hereunder, the following premises, facilities, utilities and services:

(1) A suitable location at South Gate Park on Tweedy Boulevard, having dimensions of approximately three hundred feet by three hundred feet (300' X 300'), which is level and supplied with water hook-up facilities. Said location shall be ready for occupancy by Concessionaire no later than two (2) days prior to the commencement of the carnival.

(2) A sufficient number of refuse disposal bins to handle the anticipated volume of waste paper, rubbish and debris. Such refuse disposal bins shall be provided no later than one (1) day prior to the commencement of the carnival.

(3) Sufficient personnel to maintain the South Gate Park premises, excluding the carnival premises occupied by Concessionaire, in a safe, clean and sanitary condition at all

times during the days of operation of the carnival.

B. City shall retain the right to sponsor and promote other and additional programs, events and celebrations relating to the activities identified above in Paragraph 3; provided, however, that such other and additional programs, events or celebrations will not commercially compete nor book any amusement rides, devices, air bounces or any other equipment related to the amusement industry. Additionally, the City will not book or locate any vendors in or near the designated carnival area without first contacting the Concessionaire for approval, which approval shall not unreasonably be withheld. The Concessionaire agrees that such prohibition does not extend to existing concession agreements that the city may be party to. All revenues derived from such other and additional programs, event and celebrations shall be and remain the exclusive property of the City.

C. City, and its authorized representatives, agents and employees, shall have the right to enter upon the carnival premises at any and all times during the term of this Agreement for the purposes of determining whether the Concessionaire is complying with the terms and conditions of this agreement, or for any other purposes incidental to the rights of the City relating to South Gate Park.

D. City, and its authorized representatives, agents and employees, shall have the right at all times during the term of this Agreement to inspect and to audit all books, records and accounts maintained by Concessionaire in connection with gross receipts derived from all rides, gate admissions and other matters specifically identified in Paragraph 5 above.

E. The City shall have final right of refusal for any stage act, activity, program or advertising that the Concessionaire shall use or subcontract with in relationship to this agreement.

## 8. TERM OF AGREEMENT

A. The term of this Agreement shall be for a period of five (5) years, from January 1, 2016, through December 31, 2020. At the conclusion of this five (5) year period, Concessionaire may request up to one (1), five (5) year extension if agreeable to both parties.

B. Notwithstanding the foregoing term, the City shall have the right, upon thirty (30) days advance written notice, to terminate this Agreement, with or without cause. In the event of a termination, with or without cause, the City shall not be obligated to pay for any additional sums or other direct, indirect, or consequential damages, including lost profits.

C. Either the City or the Concessionaire may request renegotiation of the financial terms of this agreement during the time period from August 1 to September 30 of any contract year.

9. INSURANCE AND INDEMNIFICATION

A. Insurance - Concessionaire shall obtain from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:

- 1) General liability insurance coverage in an amount not less than ten million (\$10,000,000) dollars for carnival operations and one million (\$1,000,000) dollars for vendors and other services.
- 2) Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.
- 3) Comprehensive General Liability insurance as follows:
  - a) The automobile and comprehensive general liability policies may be combined in a single policy, provided that such policy shall have a combined single limit of not less than \$1,000,000, for injuries arising out of one occurrence, and \$500,000 for property damages.
  - b) If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least \$500,000 per occurrence for liability or claims related to molestation.
  - c) **An endorsement** extending coverage to "*the City of South Gate, its employees, officers and agents*" as an additional insured, in the same manner as the named insured, "*with respect to the liability arising out of the activities of the named insured and their use of City owned or operated facilities.*"
  - d) A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
  - e) A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.
  - f) A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of the concession agreement issued.
  - g) As a condition precedent to ongoing or recurring uses, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of such use.
  - h) The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under their facility use Agreement.
  - i) Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used at a City facility shall include a provision waiving the insurer's right of subrogation against the City.
  - j) All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
  - k) The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.

B. Indemnification - Concessionaire hereby agrees to indemnify, defend and hold City harmless from and against any and all loss, claims, costs, expenses, liabilities and damages

which City may incur or suffer as a result of any act, or failure to act, by Concessionaire in connection with its performance of this Agreement.

C. Loss of Income - If it is necessary for any reason to preclude access to the service area herein designated, whether for reasons of repair, maintenance, improvement or alteration of the City's park facilities, or otherwise, Concessionaire assumes the risk of any loss of income or continuous expenses incurred, and shall relieve the City of all claims in regard thereto.

Concessionaire hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply system, electrical apparatus or power supply furnished for the carnival premises covered by this Agreement which may occur from time to time from any cause, or for any loss resulting from malicious mischief, water, earthquake, fire, civil commotion or riot; and the Concessionaire hereby expressly releases and discharges the City, and its officers, agents and employees, from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

If the Concessionaire is prevented from exhibiting or operating any of its shows or attractions due to the act of God, terrorist, riot, strike, fire, war, lockout, weather (including rain-outs), or illegality, which also includes the unforeseeable denial of any permits by local authorities. Or if by law or act of the United States Government or the State of California or any political subdivision thereof, now or hereafter to be passed or adopted or if by any order of any branch of the U.S. Military or State Military, the regular ordinary course of business of the Concessionaire is curtailed, suspended, interrupted, or interfered with, the Concessionaire thereby would be prevented from carrying on its usual course of business in whole or in part, then this agreement at the option of either the Concessionaire or the City, shall become null and void (for only the event that was scheduled) and each party releases there from any deposits or guarantees made by the Concessionaire to the City. In the event of rain or in-climate weather on or during any day of the events, the assigned City Representative and Concessionaire agrees to discuss any financial losses that may have occurred due to weather conditions and make any monetary adjustments (if needed) to either the flat guarantee or percentages due to the City as per this agreement promised by the Concessionaire.

10. NON-ASSIGNABILITY OF AGREEMENT - This Agreement has been executed by the City and the Concessionaire based upon the special qualifications unique to Concessionaire. This Agreement, and all rights, benefits and obligations thereunder accruing to the Concessionaire shall not be assigned or transferred to any other persons, firm or entity without the express consent of the City.

11. BINDING EFFECT - The covenants and conditions herein contained shall apply to and be binding upon the successors and assigns of the parties hereto.

12. ENTIRE AGREEMENT - This Agreement represents the entire and integrated agreement between the City and Concessionaire and supersedes all prior negotiations, representations or

agreements, either written or oral. This Agreement may be amended only by written instrument executed by both City and Concessionaire.

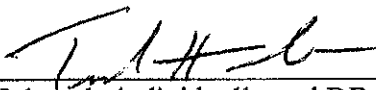
13. CITY'S RIGHT TO INSPECT - City reserves the right to inspect the equipment of the Concessionaire, and all premises utilized or occupied by Concessionaire, at all reasonable times, as determined by the Director, in order to assure full compliance with the terms and conditions of this Agreement.

14. ABANDONMENT OF EQUIPMENT - If Concessionaire abandons its duties and obligations under Agreement, and leaves equipment on or in the possession of the City, said equipment shall become the property of the City if Concessionaire fails or refuses to remove said equipment within five (5) days after receipt of City's notice of abandonment.

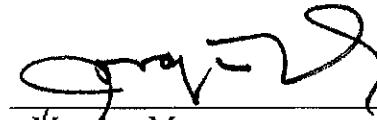
15. WAIVER OF BREACH - Waiver by either party of any single breach of this Agreement shall not be deemed to be a waiver of any breach of any other provision herein.

16. FOOD OF PATRONS PERMITTED - Nothing herein shall require the City to adopt any rules or regulations prohibiting park patrons from bringing their own food to any City park or have any impact upon the sale of food by other authorized vendors outside of the assigned carnival area.

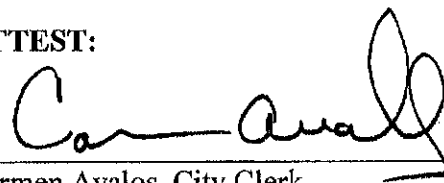
**FIESTA DE CARNIVAL:**

By:   
Ted Holcomb, individually and DBA  
Fiesta De Carnival, a California sole proprietorship

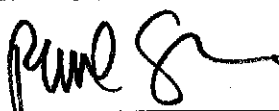
**CITY OF SOUTH GATE:**

By:   
Jorge Morales, Mayor

**ATTEST:**

  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

  
Raul F. Salinas, City Attorney

City of South Gate

CITY COUNCIL

CITY MANAGER'S OFFICE

NOV 17 2021

2:30pm

AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: City Attorney's Office

Department Director:

Raul F. Salinas, City Attorney

Interim City Manager:

Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-106-CC EXTENDING EMPLOYMENT AGREEMENT WITH CHRIS JEFFERS AS INTERIM CITY MANAGER

PURPOSE: To extend the existing employment agreement with Chris Jeffers as Interim City Manager to December 31, 2022.

- RECOMMENDED ACTIONS: The City Council will consider:
a. Approving the Amendment No. 1 to Contact No. 2020-106-CC extending the current Employment Agreement with Chris Jeffers as Interim City Manager to December 31, 2022; and
b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Funds are already budgeted in the Fiscal Year 2021/22 Municipal Budget for this position.

ANALYSIS: The City Manager is the most critical and key position in the City. Leaving this position vacant while a recruitment is conducted would have a negative impact on City operations.

BACKGROUND: With the responsibility to carry out and implement City Council direction and to oversee all City staff and the day-to-day operations of the City, the City Manager position is critical to the City's ongoing operations and should be filled on an interim basis while a recruitment process is underway.

A recruitment was conducted by Peckham & McKenney, and, reflective of the current job market, the number of applicants meeting the minimum qualifications to be considered for the position was very small, the City Council decided to retain Chris Jeffers, taking advantage of his 28 years of experience in municipal government to provide the leadership needed for City to continue in its path to stability moving forward from the uncertainty and unprecedented times in local government impacted by the COVID-19 pandemic.

Chris Jeffers will be instrumental in the process of starting a new recruitment and finding the right person to fill the permanent City Manager position

- ATTACHMENTS: A. Proposed Amendment No. 1 to Contract No. 2020-106-CC
B. Contract No. 2020-106-CC

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-106-CC  
EXTENDING EMPLOYMENT AGREEMENT WITH CHRIS JEFFERS AS  
INTERIM CITY MANAGER TO NOVEMBER 30, 2022**

This Amendment No. 1 to the Employment Agreement for Interim City Manager services Contract No. 2020-106-CC (“Amendment No. 1”) is made and entered into on November 23, 2021, and effective November 29, 2021, by and between the City of South Gate, a municipal corporation (“City”), and Chris Jeffers (“Employee”). The City and Employee may be referred to individually as a “Party” or collectively as “the Parties.”

**RECITALS**

**WHEREAS**, the existing Employment Agreement (“Agreement”) with Employee is scheduled to expire on November 29, 2021;

**WHEREAS**, the City hired an Executive Search firm to conduct an open recruitment to permanently fill the position of City Manager and such recruitment produced a very small pool of candidates that met the minimum qualifications for the position;

**WHEREAS**, the City Council has expressed the desire to retain Employee with same terms of the original Agreement (Contract No. 2020-106-CC referred to as “Agreement” provided herein as “Exhibit A”) to provide for an additional opportunity to conduct a second executive search to acquire a larger pool of candidates for the City Manager position;

**WHEREAS**, the City anticipates that the City Manager position will be filled with a permanent replacement within twelve (12) months after the effective date of this Agreement;

**WHEREAS**, as a CalPERS retired annuitant under Government Code Section 21221(h), Employee possesses extensive experience as a City Manager and possesses the specialized skill set to perform the required duties of Interim City Manager and desires to perform the duties of, and assume responsibility for, the position of Interim City Manager and acknowledges that such employment is at-will and of a limited duration for a definite period of time, as described below;

**WHEREAS**, due to the continuation of the COVID-19 pandemic, and the Governors Executive Orders, which suspended the 960 hours limit, allowing annuitants continue to work with PERS agencies to fill critical positions relating to health and public safety;

**WHEREAS**, the City desires to hire Employee as an at-will, limited duration employee for the position of Interim City Manager, which is a position that requires specialized skills, for a definite period of time, effective November 29, 2021;

**WHEREAS**, pursuant to South Gate Municipal Code §1.06.010, “the City Manager shall be appointment [*sic*] by the City Council solely on the basis of executive and administrative qualifications and abilities, and shall hold office at the pleasure of the City Council;” and

**WHEREAS**, the Parties wish to extend the term of Employee's services to the City, as described in this Agreement No 1.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

**AGREEMENT**

**SECTION 1. TERM.** The term of the Agreement shall commence on November 30, 2021 and continue through and including November 30, 2022.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. TERM OF AGREEMENT.**

The term of the Agreement shall be extended by twelve (12) additional months through and including November 30, 2022, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

**2. EFFECT OF AMENDMENTS.**

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

[Remainder of page left blank intentionally.]



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

**CITY OF SOUTH GATE:**


By: \_\_\_\_\_  
Al Rios, Mayor

Dated: \_\_\_\_\_

**ATTESTED:**

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

**APPROVED AS TO FORM:**

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

**EMPLOYEE:**

By: \_\_\_\_\_  
Chris Jeffers

Dated: \_\_\_\_\_

**INTERIM CITY MANAGER  
EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF SOUTH GATE AND CHRIS JEFFERS**

This Interim City Manager Employment Agreement ("Agreement") is made and entered into on November 24, 2020, and effective November 30, 2020, by and between the City of South Gate, a municipal corporation ("City") and Chris Jeffers ("Employee"). The City and Employee may be referred to individually as a "Party" or collectively as "the Parties."

**RECITALS**

**WHEREAS**, Government Code Sections 21221(h) and 7522.56 permit retired annuitants under the California Public Employees' Retirement System ("CalPERS") to be employed without reinstatement from retirement upon appointment by a governing body to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position;

**WHEREAS**, the City's City Manager recently announced his resignation, such that the position will soon be vacant;

**WHEREAS**, the City has hired an Executive Search firm to begin conducting an open recruitment to permanently fill the position of City Manager and such recruitment is currently ongoing;

**WHEREAS**, the City anticipates that the City Manager position will be filled with a permanent replacement within twelve (12) months after the effective date of this Agreement;

**WHEREAS**, as a CalPERS retired annuitant under Government Code Section 21221(h), Employee possesses extensive experience as a City Manager and possesses the specialized skill set to perform the required duties of Interim City Manager and desires to perform the duties of, and assume responsibility for, the position of Interim City Manager and acknowledges that such employment is at-will and of a limited duration for a definite period of time, as described below;

**WHEREAS**, since retirement, Employee has not previously served as the Interim City Manager for the City;

**WHEREAS**, the City desires to hire Employee as an at-will, limited duration employee for the position of Interim City Manager, which is a position that requires specialized skills, for a definite period of time, effective November 30, 2020;

**WHEREAS**, pursuant to South Gate Municipal Code §1.06.010, "the City Manager shall be appointment [*sic*] by the City Council solely on the basis of executive and administrative qualifications and abilities, and shall hold office at the pleasure of the City Council;" and

**WHEREAS**, the Parties wish to establish the terms and conditions of Employee's services to the City, as described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

**AGREEMENT**

**SECTION 1. TERM.** The term of this Agreement shall commence on November 30, 2020, and shall automatically terminate on November 29, 2021 ("Term"). The City shall terminate this Agreement in accordance with Section 4(B) of this Agreement upon the City's appointment of a permanent replacement for the position of City Manager. November 30, 2020, shall be Employee's "Hire Date" for purposes of this Agreement. In no event shall Employee work more than 960 hours per fiscal year during the Term of this Agreement. In the event Employee works 960 hours during a fiscal year within the Term of this Agreement, then this Agreement shall terminate automatically.

**SECTION 2. DUTIES, RESPONSIBILITIES AND WORK HOURS.**

- A. Employee shall be appointed to the position of Interim City Manager, the duties of which are set forth in South Gate Municipal Code Chapter 1.06 and in Exhibit "A" to this Agreement. Employee acknowledges that the position of Interim City Manager requires specialized skills and expert professional services for a definite period of time, as described above in Section 1 of this Agreement.
- B. Employee acknowledges proper performance of the duties of Interim City Manager will generally require Employee to observe normal business hours (Monday through Thursday, 7:00 a.m. to 6:00 p.m.) as well as work occasional time outside of normal office hours. Employee shall work under the direction of the City Council. Subject to the Term as stated in Section 1 of this Agreement, Employee shall work the number of hours each week as directed and authorized by the City Council.
- C. All data, studies, reports and other documents prepared and/or reviewed by Employee while performing his duties during the Term of this Agreement shall be furnished to, and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other materials either created by, or provided to, Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials, without the prior written consent of the City Council, shall not be used by Employee for any purpose other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

**SECTION 3. COMPENSATION AND BENEFITS.**

- A. The City agrees to compensate Employee at the Step A of the salary range for the City Manager position, which is currently Twenty Thousand Five Hundred and Seventy-Five Dollars (\$20,575.00) per month, to equal an hourly rate of One Hundred Eighteen Dollars and Seventy Cents (\$118.70; \$20,575.00 divided by 173.333). That calculated hourly rate is simply to show compliance with CalPERS' requirements (Government Code Section 21221(h)) and not to be construed as designating the City Manager position as hourly employment and anything other than salaried and exempt pursuant to the Fair Labor Standards Act ("FLSA").
- B. Employee is eligible to participate in the City's 457 deferred compensation plan per Article II, Section 2.01, of the 457 Governmental Plan and Trust ("the Plan") based on his employment status. Employee's participation in the Plan is at his own discretion and without any additional Employer-based contribution. Employee is advised to consult with CalPERS for any limitation which may affect or limit such participation by Employee given his current CalPERS retiree status. Employee acknowledges that the City makes no representation as to how CalPERS may treat Employee's eligibility for and participation in the Plan, and Employee's participation in the Plan is at his own risk.
- C. Employee shall not be eligible for any other benefits, incentives, compensation in lieu of benefits or any other forms of compensation.

**SECTION 4. RESIGNATION/TERMINATION.**

- A. Employee may resign at any time; provided, however, Employee shall reasonably provide the City Council with at least two (2) weeks advance written notice.
- B. Employee is an at-will employee and serves at the will and pleasure of the City Council and may be terminated at any time, with or without cause, and with or without notice. Employee expressly waives any rights provided for the City Manager under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal or other administrative process pertaining to termination.
- C. In accordance with state law and the requirements of the California Public Employees' Retirement Law, Employee may not be reappointed to this position following the expiration of this Agreement, nor may this Agreement be modified to extend the term of the Agreement.
- D. After notice of resignation or termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

- E. Employee shall not be entitled to severance pay and Employee expressly waives any and all rights with respect to severance pay.

**SECTION 5. NOTICES.** Notices required to be served pursuant to this Agreement shall be served in person or by first-class U.S. mail addressed as follows:

**TO CITY:**

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

**TO EMPLOYEE:**

Chris Jeffers  
[Address on file with Human Resources]

**SECTION 6. GENERAL TERMS AND CONDITIONS.** The General Terms and Conditions of this Agreement are described as follows:

- A. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.
- B. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the Parties. All prior oral or written communications, understandings or agreements between the Parties not set forth herein shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the Mayor and approved as to form by the City Attorney.
- C. Assignment. This Agreement is not assignable by either the City or Employee.
- D. Severability. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.
- E. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any

waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

- F. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.
- G. Effective Date. This Agreement is effective November 30, 2020.
- H. Effect of Agreement on Employee's CalPERS Retirement Benefits. The City makes no representation on the impact, if any, this Agreement shall or may have upon Employee's CalPERS retirement benefits, status, duties and/or obligations. Employee acknowledges that in entering into this Agreement, he has not relied upon any such representations (none of which being in existence) in assessing the CalPERS-related impact of his employment. Therefore, Employee releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement.
- I. No Unemployment Insurance Benefits Received By Employee. Employee expressly certifies and warrants to the City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the 12 months prior to his appointment date.
- J. Compliance With 960 Hours Per Fiscal Year Limit. Employee further certifies and warrants to the City that he will not exceed the 960 hours per fiscal year limit pursuant to Government Code Section 21221(h), including work for any other CalPERS employer during the current fiscal year.
- K. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 1090, 1125 and 87100 *et seq.* of the Government Code, and all other similar statutory and administrative rules.
- L. Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has at least had the opportunity to do so, that each has carefully reviewed this entire Agreement, that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed

against the Party or its representatives who drafted it or who drafted any portion thereof.

- M. Government Code §§ 53243 - 53243.4. Government Code §§ 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes also require that contracts between local agencies and their employees include provisions requiring an employee who is convicted of a crime involving an abuse of his/her office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree it is their mutual intent to fully comply with the cited Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents he has reviewed, is familiar with and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee.

[Remainder of page left blank intentionally.]

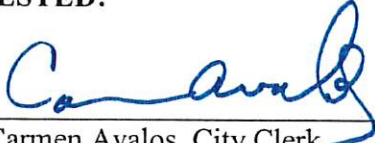
IN WITNESS WHEREOF, the City of South Gate has caused this Agreement to be signed and executed on its behalf by the Mayor, City Attorney and duly attested to by the City Clerk, and the Employee has signed and executed two (2) copies of this Agreement.

**CITY OF SOUTH GATE:**

By:   
Maria Davila, Mayor

Dated: 01/24/2021

**ATTESTED:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**EMPLOYEE:**

By:   
Chris Jeffers

Dated: 01/26/2021



In signing this Agreement, Employee understands and agrees that he is an **at-will employee** and that his rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions and policies of the City of South Gate which might otherwise apply to classified or other employees of the City. Employee further acknowledges that he was given the opportunity to consult with an attorney prior to signing this Agreement.

**EMPLOYEE:**

By: \_\_\_\_\_

Chris Jeffers

Dated: \_\_\_\_\_

01/24/2021

NOV 15 2021

9:00 AM

# City of South Gate

CITY COUNCIL

## AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: Police

Department Director: Darren Arakawa Interim City Manager

Darren Arakawa

Chris Jeffers  
Chris Jeffers

**SUBJECT: PURCHASE OF THREE POLICE PATROL VEHICLES AND REQUIRED EQUIPMENT**

**PURPOSE:** To approve the purchase of three police patrol vehicles and required emergency equipment that will replace aging vehicles.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving a Purchase Order with National Auto Fleet Group for the purchase of three patrol vehicles for the Police Department in the total amount of \$112,554.02;
- b. Approving a Purchase Order with West Coast Lights & Sirens, Inc., for the purchase and installation of necessary emergency equipment for the three patrol vehicles in the amount of \$47,906.89;
- c. Approving a Purchase Order with Northstar Graphics for the purchase and installation of decals/graphics for two patrol vehicles in the amount of \$715.00 (the slick top vehicle does not require decals/graphics); and
- d. Approving a Purchase Order with CDCE, Inc., for the purchase of Mobile Data Computers to outfit the three patrol vehicles in the amount of \$20,703.31.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Funds in the amount of \$181,095 were included in the Fiscal Year 2021/22 Municipal Budget in Account Number 235-570-21-9003 (Asset Forfeiture Fund – Auto/Rolling Stock) for these three vehicles; however, that amount is not sufficient to cover the full cost of the purchase. Because of cost increases from last year, additional funds in the amount of \$784.20 will need to be appropriated from the Asset Forfeiture Fund.

**ANALYSIS:** Police patrol vehicles are heavily used seven days a week, often twenty-four hours a day. As mileage increases on the vehicles, the dependability decreases because of regular maintenance issues and the wear and tear on the vehicle's components. If the purchase orders are approved, three patrol vehicles will be replaced as follows:

- 1) a 2016 Ford Explorer (Unit 142)
- 2) a 2016 Ford Explorer (Unit 143)
- 3) a 2016 Ford Explorer (Unit 144).

City garage staff, has determined that these vehicles are no longer serviceable.

**BACKGROUND:** The patrol vehicles to be purchased are currently listed on the National Joint

Powers Alliance (NJPA) contract #120716-NAF, with the National Auto Fleet Group of Watsonville, CA. South Gate Municipal Code Section 1.54.510 D., permits the use of piggybacking onto a cooperative contract. The NJPA has bid for this commodity, and any subsequent service, in a fair and competitive manner complying with the bid requirements as stated in the City's Municipal Code; therefore, no further bids or quotes need to be obtained.

**ATTACHMENTS:**

- A. National Auto Fleet Group Quote
- B. National Joint Powers Alliance, Contract Acceptance and Award, NJPA Master Vehicle Contract #120716-NAF
- C. Quotes from West Coast Lights & Sirens, Inc.
- D. Quote from Northstar Graphics
- E. Quote from CDCE, Inc.,



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076  
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax  
 Fleet@NationalAutoFleetGroup.com

March 1, 2021

Lieutenant Roman Amador  
 City of South Gate Police Department  
 8620 California Ave  
 South Gate, Ca 90280  
 Delivery Via Email

Dear Lieutenant Amador,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at South Gate, new/unused 2021 Ford Police Interceptor Utility AWD responding to your requirement with the attached specifications for \$ 33,322.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. **Unit to be all Black ( Gang Unit)**

	MSRP	One Unit	Total Savings	Total Savings
2021 Ford Police				
Utility Non-Hybrid	40,770.00	33,322.00	18.27%	7,448.00
Sub Total		33,322.00		
Sales Tax		3,415.51		
Tire Tax		8.75		
Total		36,746.26		

Terms are net 30 days.

Delivery 90-110 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard  
 National Law Enforcement Sales Manager  
 National Auto Fleet Group  
 Wondries Fleet Group  
 626-457-5590 O  
 714-264-1867 C / 626-457-5593 F / [Buzzard5150@gmail.com](mailto:Buzzard5150@gmail.com)





# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076  
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax  
Fleet@NationalAutoFleetGroup.com

'A'

March 1, 2021

Lieutenant Roman Amador  
City of South Gate Police Department  
8620 California Ave  
South Gate, Ca 90280  
Delivery Via Email

Dear Lieutenant Amador,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at South Gate, new/unused 2021 Ford Police Interceptor Utility AWD responding to your requirement with the attached specifications for \$ 33,322.00 plus Paint, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One unit MSRP	Selling Price	Total Savings	Extended units (2)	Total Savings
2021 Ford Police Interceptor Utility Non-Hybrid	40,325.00	33,322.00	17.37%	66,644.00	14,006.00
Black and White Paint		1,050.00		2,100.00	
Sub Total		34,372.00		68,744.00	
Sales Tax		3,523.13		7,046.26	
Tire Tax		8.75		17.50	
Total		37,903.88		75,807.76	

Terms are net 30 days.

Delivery 90-110 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard  
National Law Enforcement Sales Manager  
National Auto Fleet Group  
Wondries Fleet Group  
626-457-5590 O  
714-264-1867 C / 626-457-5593 F / [Buzzard5150@gmail.com](mailto:Buzzard5150@gmail.com)



FORM E  
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

*Jeremy Schwartz*  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

*Chad Coquette*  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

*Jesse Coquet*  
VENDOR AUTHORIZED SIGNATURE

Jesse Coquet  
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

## Letter of Agreement To Extend the Contract

Between

**72 Hour LLC, dba National Auto Fleet Group**  
**490 Auto Center Dr.**  
**Watsonville, CA 95076-3726**

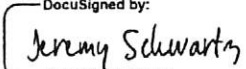
And

**Sourcewell**  
**202 12<sup>th</sup> Street NE**  
**Staples, MN 56479**  
**Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #120716-NAF) for the procurement of Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories and Services. This Agreement has an expiration date of January 17, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 17, 2022. All other terms and conditions of the Agreement remain in force.

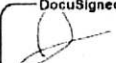
**Sourcewell**

DocuSigned by:  
By:  \_\_\_\_\_, Its: **Director of Operations & Procurement/CPO**  
C0FD2A139DD06489...

Name printed or typed: Jeremy Schwartz

Date 6/17/2020 | 1:32 PM CDT

**72 Hour LLC, dba National Auto Fleet Group**

DocuSigned by:  
By:  \_\_\_\_\_, Its: Fleet Manager  
FACBB5730C1E467...

Name printed or typed: Jesse Cooper

Date 7/8/2020 | 4:22 PM CDT

**WEST COAST LIGHTS & SIRENS, INC.**

601 COLUMBIA AVENUE  
 UNIT "B"  
 RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us  
 Fax # 951-779-9256 WCLS.US



**PROPOSAL**

Date	Estimate #
3/1/2021	10900

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
	>> TO INSTALL THE FOLLOWING EQUIPMENT IN 2020 FORD UTILITY (SOUTH GATE PATROL UNIT) >> BLACK OUT FOR TAIL LIGHTS			
80.00/HOUR	LABOR TO INSTALL THE FOLLOWING	90	80.00	7,200.00T
36-2125	PUSH BUMPER ELITE, POLICE INTERCEPTER UTILITY 2020	2	308.67	617.34T
36-6005F2MP	23.5" LIGHT CHANNEL FOR 2 FEDERAL SIGNAL MICROPULSE ULTRAS	2	25.79	51.58T
SHIPPING	SHIPPING FOR WESTIN ITEMS	1	150.00	150.00
VALR51S-CAL2	51" RED/BLUE VALOR	2	2,000.00	4,000.00T
PF200S17	SIREN/LIGHT CONTROLLER WITH 17 BUTTON CONTROLLER, 100/200 W, OBDII INTEGRATION CAPABILITY, INTEGRATED RUMBLER® CAPABILITY, AND INTEGRATED DUAL TONE CAPABILITY	2	840.00	1,680.00T
TEC23B	MIC EXTENSION CABLE FOR SSP3000B	2	10.00	20.00T
WC-2020-FEH	2020 FRONT END HARNESS	2	70.89	141.78T
WC-2020-REH	2020 REAR END HARNESS	2	61.62	123.24T
WCLAPD-004	INTERCEPTOR SEDAN/UTILITY BLACKOUT 4-RELAY HARNESS	2	51.83	103.66T
RBKIT2	PAIR OF RUMBLER WOOFERS	2	363.27	726.54T
ES100C	ES100C SPEAKER W/O BRACKET	2	150.00	300.00T
ESB-FPIU20ND	SPEAKER MOUNT FOR 2020 INUT	2	40.95	81.90T
416900-RW	(1) DUAL CORNER LED LIGHT HEAD WITH IN-LINE FLASHER, RED/WHITE	2	59.80	119.60T
416900-BW	(1) DUAL CORNER LED LIGHT HEAD WITH IN-LINE FLASHER, BLUE/WHITE	2	59.80	119.60T

<b>Subtotal</b>
<b>Sales Tax (10.25%)</b>
<b>Total</b>



**WEST COAST LIGHTS & SIRENS, INC.**

601 COLUMBIA AVENUE  
 UNIT "B"  
 RIVERSIDE, CA 92507

Phone # 951-779-9257 trish@wcls.us  
 Fax # 951-779-9256 WCLS.US



**PROPOSAL**

Date	Estimate #
3/1/2021	10900

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
MPS620U-RR	MICRO PULSE 620 ULTRA (BLUE/RED)	4	75.00	300.00T
MPS300U-W	MICROPULSE ULTRA 3-LED (WHITE) (SIDE OF BUMPER)	4	52.00	208.00T
MPS620U-BA	MICROPULSE ULTRA 6, DUAL -COLOR SURFACE MOUNT, 12-24V DC, BLUE/AMBER (HATCH LIGHTS W/ SWITCH)	4	75.00	300.00T
FHL-TAIL	FLASHER, TAILLIGHT, UNIVERSAL APPLICATIONS, 18" WIRE LEADS	2	48.05	96.10T
416900-BA	DUAL CORNER LED LIGHT HEAD W/IN-LINE FLASHER (REVERSE)	4	59.80	239.20T
CC-20-UVLP-17	2020 LOW PROFILE CONSOLE >>AC-FDUV-MNT<< >>FP-MXTL5000(R) (QTY 2)<< >>FP-PLATINUM<< >>FP-BLNK1<<	2	301.05	602.10T
AC-INBHG	4" INTERNAL BEVERAGE HOLDER W/GROMMETS	2	35.10	70.20T
TP-E-SL3-US-SS	RECESSED BACK PANEL, 50% POLYCARB, 50% SQUARE-HOLE PUNCHED DESIGN	2	608.11	1,216.22T
SAB-20-FDUV-BB	2020 FORD UV BIG BOY PARTITION MOUNT (INCLUDED WITH PARTITION)	2	0.00	0.00T
KP-UV20-DAP-SS	2020 FORD UV KICK PANELS WITH FOOT POCKETS	2	126.23	252.46T
PS-20-UVFX-OS-R	PLASTIC SEAT WITH OS BELTS, REAR PARTITION, WITH FIRE COMPARTMENT  >>PS-20-FDUV-OS<< >>PS-20UV-MNT<< >>TP-20-FDUV-FX<<	2	1,323.00	2,646.00T
CP-UV20-CARGO	2020 FORD UV TILT-UP CARGO MOUNT W/GAS SHOCKS	2	510.57	1,021.14T

<b>Subtotal</b>
<b>Sales Tax (10.25%)</b>
<b>Total</b>

**WEST COAST LIGHTS & SIRENS, INC.**

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 UNIT "B"  
 RIVERSIDE, CA 92507

Phone # 9517799257      trish@wcls.us  
 Fax # 951-779-9256      WCLS.US



**PROPOSAL**

Date	Estimate #
3/1/2021	10900

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
AC-UV20-TRAY	2020 FORD UV ELECTRONICS TRAY	2	175.50	351.00T
CP-UV-CO	UV CARGO ORGANIZER W/3 LOOSE DIVIDERS - 28" X 16" X 12"	2	393.53	787.06T
SHIPPING	SHIPPING OF TROY PRODUCTS	1	125.00	125.00
WC-PFAC-2020	PATHFINDER ACCESSORY HARNESS REV B2	2	48.95	97.90T
WC-PFOP-2020	PATHFINDER OUTPUT HARNESS REV A2	2	60.01	120.02T
OBD-CABLE25-2	25-FT OBDII INTERFACE CABLE, FOR USE ON 2020 FORD POLICE INTERCEPTOR UTILITY (PASSENGER SIDE KICK PANEL) *	2	114.00	228.00T
EXPHARDN03	REAR TAILLIGHT CONNECTION WIRE HARNESS FOR USE WITH EXPANSION MODULE, FORD INTERCEPTOR UTILITY 2020	2	85.80	171.60T
5026B	FUSE BLOCK STBLADE 12 CIRC W/GND/CVR	2	31.99	63.98T
5028B	FUSE BLOCK ST BLADE 6 WITHOUT GROUND CIRCUIT	2	20.35	40.70T
7615B	AUTOMATIC TIMER DISCONNECT	2	95.79	191.58T
7189B	150 AMP BREAKER	2	26.32	52.64T
CBB-BK-S	SEDAN / 2020 UTILITY CIRCUIT BREAKER BRACKET	2	12.00	24.00T
OMWV008FB	CONSOLE DUAL MIC STAND	2	8.00	16.00T
OMWV002FB	BUTT PLATE FOR WEAPON	4	15.50	62.00T
EXPMOD-2	EXPANSION MODULE FOR PATHFINDER & SSP SIRENS	2	371.80	743.60T
RB-FPIU20	RUMBLER BRACKET FOR 2020 UTILITY	2	31.77	63.54T
FABRICATED	FABRICATION-SHOT GUN MOUNT	2	150.00	300.00T
SGPSLAPD/GRNGU...	SHOT GUN LESS LETHAL (GREEN GUN MOUNT) PASSENGER SIDE OF SUV	2	115.00	230.00T

<b>Subtotal</b>
<b>Sales Tax (10.25%)</b>
<b>Total</b>

**WEST COAST LIGHTS & SIRENS, INC.**

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 Fax # 951-779-9256 WCLS.US



**PROPOSAL**

Date	Estimate #
3/1/2021	10900

<b>Name / Address</b>
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
SC-1	SANTA CRUZ GUN LOCK S-CI W STANDARD KEY	4	78.00	312.00T
GK0068E-L	S T-RAIL MOUNT 1080E BLAC-RAC CUSTOM BLAC-RAC	2	591.91	1,183.82T
WK0595ITU20	WINDOW VS BARRIER POLY 20-20 INTERCEPTOR UTILITY	2	214.95	429.90T
SHIPPING	SHIPPING OF SETINA PARTS	1	85.00	85.00T
MMSUI	MAGNETIC MIC CONVERSION KIT	6	31.51	189.06T
782-1636	3-OUTLET 12 VOLT RECEPACLE	2	36.75	73.50T
BIKE RACK	BIKE RACK W/ STRAPS FOR WESTIN BUMPER	2	215.00	430.00T
FABRICATED	FABRICATION-DUAL STACK RADIO MOUNT	2	35.00	70.00T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	2	200.00	400.00T

PROPOSAL IS VALID FOR 30 DAYS. IF CHANGES ARE MADE TO THIS PROPOSAL AFTER APPROVAL IT WILL RESULT IN A CHANGE ORDER.

PLEASE MAKE SURE YOU HAVE ALL CUSTOMER SUPPLIED PARTS WHEN VEHICLE IS DROPPED OFF. IF CUSTOMER SUPPLIED PARTS IS NOT COMPLETE, THIS WILL DELAY VEHICLE COMPLETION DATE. IF DELAYS CONTINUE, WE WILL SUPPLY NEEDED PARTS AT CUSTOMERS EXPENSE.

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV

<b>Subtotal</b>	\$29,228.56
<b>Sales Tax (10.25%)</b>	\$2,959.03
<b>Total</b>	\$32,187.59

**WEST COAST LIGHTS & SIRENS, INC.**

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 RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us  
 Fax # 951-779-9256 WCLS.US



**PROPOSAL**

Date	Estimate #
2/25/2021	10968

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
	>> TO INSTALL THE FOLLOWING EQUIPMENT IN 2020 FORD UTILITY<< - SLICK TOP UNIT >> BLACK OUT FOR TAIL LIGHTS			
80.00/HOUR	LABOR TO INSTALL THE FOLLOWING	45	80.00	3,600.00T
36-2125	PUSH BUMPER ELITE, POLICE INTERCEPTER UTILITY 2020	1	308.67	308.67T
36-6005F2MP	23.5" LIGHT CHANNEL FOR 2 FEDERAL SIGNAL MICROPULSE ULTRAS	1	25.79	25.79T
SHIPPING	SHIPPING FOR WESTIN ITEMS	1	75.00	75.00
SIFMS-1562020357	2020+ FORD UTILITY ILS. SPLIT ILS, RED/WHITE DRIVER, BLUE/WHITE PASSENGER. FOR USE WITH SSP	1	718.80	718.80T
SIFMH-4026602	2020 UTILITY REAR HATCH ILS CENTER FOCUSED - RED/AMBER AND BLUE/AMBER	1	718.80	718.80T
PF200517	SIREN/LIGHT CONTROLLER WITH 17 BUTTON CONTROLLER, 100/200 W, OBDII INTEGRATION CAPABILITY, INTEGRATED RUMBLER® CAPABILITY, AND INTEGRATED DUAL TONE CAPABILITY	1	840.00	840.00T
TEC23B	MIC EXTENSION CABLE FOR SSP3000B	1	10.00	10.00T
WC-2020-FEH	2020 FRONT END HARNESS	1	70.89	70.89T
WC-2020-REH	2020 REAR END HARNESS	1	61.62	61.62T
WCLAPD-004	INTERCEPTOR SEDAN/UTILITY BLACKOUT 4-RELAY HARNESS	1	51.83	51.83T
RBKIT2	PAIR OF RUMBLER WOOFERS	1	363.27	363.27T
ES100C	ES100C SPEAKER W/O BRACKET	1	150.00	150.00T
ESB-FPIU20ND	SPEAKER MOUNT FOR 2020 INUT	1	40.95	40.95T

<b>Subtotal</b>
<b>Sales Tax (10.25%)</b>
<b>Total</b>

**WEST COAST LIGHTS & SIRENS, INC.**

601 COLUMBIA AVENUE  
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 RIVERSIDE, CA 92507

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**PROPOSAL**

Date	Estimate #
2/25/2021	10968

<b>Name / Address</b>
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
416900-RW	(1) DUAL CORNER LED LIGHT HEAD WITH IN-LINE FLASHER, RED/WHITE	1	59.80	59.80T
416900-BW	(1) DUAL CORNER LED LIGHT HEAD WITH IN-LINE FLASHER, BLUE/WHITE	1	59.80	59.80T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED)	2	75.00	150.00T
MPS300U-W	MICROPULSE ULTRA 3-L.E.D (WHITE) (SIDE OF BUMPER)	2	52.00	104.00T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>REAR SIDE WINDOW LIGHTS<<	2	75.00	150.00T
MPSM6-LB	FEDERAL SIGNAL SINGLE L-BRACKETS	2	9.15	18.30T
MPS620U-BA	MICROPULSE ULTRA 6, DUAL -COLOR SURFACE MOUNT, 12-24V DC, BLUE/AMBER (HATCH LIGHTS W/ SWITCH)	2	75.00	150.00T
FHL-TAIL	FLASHER, TAIL LIGHT, UNIVERSAL APPLICATIONS, 18" WIRE LEADS	1	48.05	48.05T
416900-BA	DUAL CORNER LED LIGHT HEAD W/IN-LINE FLASHER (REVERSE)	2	59.80	119.60T
CC-20-UVLP-17	2020 LOW PROFILE CONSOLE >>AC-FDUV-MNT<< >>FP-MXTL5000(R) (QTY 2)<< >>FP-PLATINUM<< >>FP-BLNK1<<	1	301.05	301.05T
AC-INBIG	4" INTERNAL BEVERAGE HOLDER W/GROMMETS	1	35.10	35.10T
TP-E-SL3-US-SS	RECESSED BACK PANEL, 50% POLYCARB, 50% SQUARE-HOLE PUNCHED DESIGN	1	608.11	608.11T
SAB-20-FDUV-BB	2020 FORD UV BIG BOY PARTITION MOUNT (INCLUDED WITH PARTITION)	1	0.00	0.00T
KP-UV20-DAP-SS	2020 FORD UV KICK PANELS WITH FOOT POCKETS	1	126.23	126.23T

<b>Subtotal</b>
<b>Sales Tax (10.25%)</b>
<b>Total</b>

**WEST COAST LIGHTS & SIRENS, INC.**

601 COLUMBIA AVENUE  
UNIT "B"  
RIVERSIDE, CA 92507

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**PROPOSAL**

Date	Estimate #
2/25/2021	10968

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
PS-20-UVFX-OS-R	PLASTIC SEAT WITH OS BELTS, REAR PARTITION, WITH FIRE COMPARTMENT	1	1,323.00	1,323.00T
	>>PS-20-FDUV-OS<<			
	>>PS-20UV-MNT<<			
	>>TP-20-FDUV-FX<<			
CP-UV20-CARGO	2020 FORD UV TILT-UP CARGO MOUNT W/GAS SHOCKS	1	510.57	510.57T
AC-UV20-TRAY	2020 FORD UV ELECTRONICS TRAY	1	175.50	175.50T
CP-UV-CO	UV CARGO ORGANIZER W/3 LOOSE DIVIDERS - 28' X 16" X 12"	1	393.53	393.53T
SHIPPING	SHIPPING OF TROY PRODUCTS	1	100.00	100.00
WC-PFAC-2020	PATHFINDER ACCESSORY HARNESS REV B2	1	48.95	48.95T
WC-PFOP-2020	PATHFINDER OUTPUT HARNESS REV A2	1	60.01	60.01T
OBDCABLE25-2	25-FT OBDII INTERFACE CABLE, FOR USE ON 2020 FORD POLICE INTERCEPTOR UTILITY (PASSENGER SIDE KICK PANEL)	1	114.00	114.00T
EXPHARDN03	REAR TAILLIGHT CONNECTION WIRE HARNESS FOR USE WITH EXPANSION MODULE, FORD INTERCEPTOR UTILITY 2020	1	85.80	85.80T
5026H	FUSE BLOCK STBLADE 12 CIRC W/GND/CVR	1	31.99	31.99T
5028B	FUSE BLOCK ST BLADE 6 WITHOUT GROUND CIRCUIT	1	20.35	20.35T
7615B	AUTOMATIC TIMER DISCONNECT	1	95.79	95.79T
7189B	150 AMP BREAKER	1	26.32	26.32T
CBB-BK-S	SEDAN / 2020 UTILITY CIRCUIT BREAKER BRACKET	1	12.00	12.00T

Subtotal
Sales Tax (10.25%)
<b>Total</b>

**WEST COAST LIGHTS & SIRENS, INC.**

601 COLUMBIA AVENUE  
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RIVERSIDE, CA 92507

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**PROPOSAL**

Date	Estimate #
2/25/2021	10968

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE, 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
OMWV008FB	CONSOLE DUAL MIC STAND	1	8.00	8.00T
OMWV002FB	BUTT PLATE FOR WEAPON	2	15.50	31.00T
EXPMOD-2	EXPANSION MODULE FOR PATHFINDER & SSP SIRENS	1	371.80	371.80T
RB-PPIU20	RUMBLER BRACKET FOR 2020 UTILITY	1	31.77	31.77T
FABRICATED	FABRICATION-SHOT GUN MOUNT	1	150.00	150.00T
SGPSLA/PD/CRNGU...	SHOT GUN LESS LETHAL (GREEN GUN MOUNT) PASSENGER SIDE OF SUV	1	115.00	115.00T
SC-1	SANTA CRUZ GUN LOCK 3-C1 W STANDARD KEY	2	78.00	156.00T
GK0068E-L	S T-RAIL MOUNT 1080E BLAC-RAC CUSTOM BLAC-RAC	1	591.91	591.91T
WK0595ITU20	WINDOW VS BARRIER POLY 20-20 INTERCEPTOR UTILITY	1	214.95	214.95T
SHIPPING	SHIPPING OF SETINA PARTS	1	65.00	65.00
MMSU1	MAGNETIC MIC CONVERSION KIT	3	31.51	94.53T
782-1636	3-OUTLET 12 VOLT RECEPTACLE	1	36.75	36.75T
BIKE RACK	BIKE RACK W/ STRAPS FOR WESTIN BUMPER	1	215.00	215.00T
FABRICATED	FABRICATION-DUAL STACK RADIO MOUNT	1	35.00	35.00T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	200.00	200.00T

PROPOSAL IS VALID FOR 30 DAYS. IF CHANGES ARE MADE TO THIS PROPOSAL AFTER APPROVAL IT WILL RESULT IN A CHANGE ORDER.

PLEASE MAKE SURE YOU HAVE ALL CUSTOMER SUPPLIED PARTS WHEN VEHICLE IS DROPPED OFF. IF CUSTOMER SUPPLIED PARTS IS NOT COMPLETE, THIS WILL DELAY VEHICLE COMPLETION DATE. IF DELAYS CONTINUE, WE WILL SUPPLY NEEDED PARTS AT CUSTOMERS EXPENSE.

Subtotal	\$14,280.18
Sales Tax (10.25%)	\$1,439.12
<b>Total</b>	<b>\$15,719.30</b>

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV

**Roman Amador**

---

**From:** tony fryklund <tonydog@dslextreme.com>  
**Sent:** Monday, January 11, 2021 8:34 AM  
**To:** Roman Amador  
**Subject:** Re: Decals

correct, only additional cost is state sales tax of 10%

---

**From:** "Roman Amador" <ramador@sogate.org>  
**To:** "tonydog @dslextreme.com" <tonydog@dslextreme.com>  
**Sent:** Monday, January 11, 2021 5:25:20 AM  
**Subject:** Decals

Hello Tony,

I am budgeting for a couple new patrol cars and wanted to confirm that the cost of decals is still \$325 per vehicle, including the cost of install.

Thank you,



**Roman Amador**  
**Lieutenant, Patrol Division**  
City of South Gate / Police Department  
8620 California Avenue, South Gate, CA 90280  
P: (323) 563-5457  
F: (323) 563-5484  
E: [ramador@sogate.org](mailto:ramador@sogate.org)

Job Openings: [www.governmentjobs.com/careers/sogate](http://www.governmentjobs.com/careers/sogate)



Proudly dedicated to the highest level of police service, improving quality of life and providing a safe community.

*Notice of Confidential Communication: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the South Gate Police Department, which may be privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the person responsible for delivery to the intended recipient, this will notify you that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender and destroy this message.*



CDCE Inc.  
22641 Old Canal Road  
Yorba Linda, CA 92887



# Sales Quote

Telephone: 714-282-8881

<b>Sales Quote No.</b>	116747-B
<b>Customer No.</b>	CISOGATEPD

<b>Bill To</b>	<b>Ship To</b>
----------------	----------------

City of South Gate Police Department  
Finance Dept/AP Vendor#5347  
8620 California Ave.  
South Gate, CA 90280-3073

Police Emergency Services  
PO#  
8620 California Ave  
South Gate, CA 90280-3075

Contact: Cynthia Duprey  
Telephone: 323-563-5781  
Email: cduprey@sogate.org

Contact: Martin Dinh  
Telephone: 323-563-5474  
Email:

Quote Date		Ship Via		F.O.B.		Customer PO Number		
10/27/21		Installation		Destination				
Entered By		Salesperson		Order By		Payment Method		
Casey Lefl		CLEFF		Roman Amador		Net 30		
Line Item	Order Qty	Part #	Description				Unit Price	Extended Price
1	3	CF-33RZ-0DVM	Panasonic Toughbook CF-33 MK2 (see below for details) PUBLIC SECTOR SPECIFIC, WIN10 PRO, INTEL CORE I5-10310U 1.7GHZ (4.4GHZ), VPRO, 12.0" QHD GLOVED MULTI TOUCH+DIGITIZER, 16GB, 512GB OPAL SSD, INTEL WI-FI 6, BLUETOOTH, 4GLTE BAND 14 (EM7511), DCPS, DUAL PASS(CH1:WWAN/CH2:DCPS), INFRARED WEBCAM, 8MP REAR CAMERA, CONTACTLESS SMARTCARD, 2D BAR LASER (N6603), STANDARD BATTERIES(2), TPM 2.0, FLAT, CF-SVCPDEP3Y - TOUGHBOOK TOUGH PAD PREMIER DEPLOYMENT - INCLUDES IMAGING, CUSTOMER PORTAL ACCESS, MULTILLOCATION SHIPPING AND DISK IMAGE MANAGEMENT AT THE PANASONIC NATIONAL SERVICE CENTER (YEARS 1,2,3), FZ-SVC512SSD3Y - 512GB SSD - TOUGH PAD NO RETURN OF DEFECTIVE DRIVE (YEARS 1,2,3), FZ-SVCTPNE3YR - PROTECTION PLUS WARRANTY - TABLET PC (YEARS 1,2,3), CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT., CF-SVCADDPRM12B - ABSOLUTE RESILIENCE - 12 MONTH TERM - PANASONIC PS BUNDLE SLED CUSTOMER ONLY.				3,430.00	10,290.00
2	3	FEE-100001	Recycle Fee for Monitors 4"-15"				4.00	12.00

<b>Print Date</b>	10/27/21
<b>Print Time</b>	09:06:37 AM

<b>SubTotal</b>	19,002.00
<b>Freight</b>	110.00
<b>10.250% Sales Tax</b>	1,591.31
<b>Order Total</b>	20,703.31

CDCE Inc.  
22641 Old Canal Road  
Yorba Linda, CA 92887



# Sales Quote

Telephone: 714-282-8881

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<b>Customer No.</b>	CISOGATEPD

<b>Bill To</b>	<b>Ship To</b>
----------------	----------------

City of South Gate Police Department  
Finance Dept/AP Vendor#5347  
8620 California Ave.  
South Gate, CA 90280-3073

Police Emergency Services  
PO#  
8620 California Ave  
South Gate, CA 90280-3075

Contact: Cynthia Duprey  
Telephone: 323-563-5781  
Email: cduprey@sogate.org

Contact: Martin Dinh  
Telephone: 323-563-5474  
Email:

Quote Date		Ship Via		F.O.B.		Customer PO Number	
10/27/21		Installation		Destination			
Entered By		Salesperson		Order By		Payment Method	
Casey Leff		CLEFF		Roman Amador		Net 30	
Line Item	Order Qty	Part #	Description			Unit Price	Extended Price
3	3	WR-105014	PANASONIC: 4th and 5th years Public Safety Service Bundle Addon (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management. MFG# CF-SVCPSY5			555.00	1,665.00
4	3	PR-220118	TrimLine CF-33 Tablet (Lite port rep, Dual RF) No video outputs MFG#7300-0196-02			815.00	2,445.00
5	3	PS-202013	Lind 120 Watt CF-33 Cig Adapter MFG# CF-LNDDC120			110.00	330.00
6	3	NA-210036	Rugged 83 Key Keyboard W/ Touchpad - Red Backlighting Coiled cord and USB MFG# KBA-BLTX-UCNNR-US			150.00	450.00
7	3	VK-422042	F - 2020 Interceptor Utility On-Dash South Gate PD Includes 2021 Ford Interceptor On-Dash Mount, Older style keyboard tray w/feet, clevis, and 6" locking slide arm to mount on top of console.			670.00	2,010.00
8	3	LAB-320001	MDC Installation Customer Site Install for new 20-21 Ford Interceptor SUV- Dash Mount, Vehicle dock, Keyboard tray, Power adapter, Split loom wiring			600.00	1,800.00
<p>-----</p> <p>Estimated delivery 12-16 weeks ARO</p> <p>Panasonic NASPO Valuepoint Contract Master Agreement: MNWNC-124. California Participating Addendum 7-15-70-34-023</p> <p>Panasonic Warranty Entitlements</p>							

<b>Print Date</b>	10/27/21
<b>Print Time</b>	09:06:37 AM

<b>SubTotal</b>	19,002.00
<b>Freight</b>	110.00
<b>10.250% Sales Tax</b>	1,591.31
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CDCE Inc.  
 22641 Old Canal Road  
 Yorba Linda, CA 92887



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Telephone: 714-282-8881

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<b>Customer No.</b>	CISOGATEPD

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City of South Gate Police Department  
 Finance Dept/AP Vendor#5347  
 8620 California Ave,  
 South Gate, CA 90280-3073

Police Emergency Services  
 PO#  
 8620 California Ave  
 South Gate, CA 90280-3075

Contact: Cynthia Duprey  
 Telephone: 323-563-5781  
 Email: cduprey@sogate.org

Contact: Martin Dinh  
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 Email:

Quote Date		Ship Via	F.O.B.	Customer PO Number	
10/27/21		Installation	Destination		
Entered By		Salesperson		Order By	Payment Method
Casey Leff		CLEFF		Roman Amador	Net 30
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
			Martin Dinh mdinh@sogate.org 323-563-5474  By signing, you are confirming not only your request to purchase, but also your authority to purchase the goods and services on this quote on behalf of the organization you represent. Signed quotes are de facto purchase orders and fall under the same terms and conditions of sale. If you choose to pay by credit card, you approve an additional 3% processing fee on total order for Visa/MC/Discover and 5% for American Express.  _____ Signature  _____ Print Name  _____ Date		

<b>Print Date</b>	10/27/21
<b>Print Time</b>	09:06:37 AM

<b>SubTotal</b>	19,002.00
<b>Freight</b>	110.00
<b>10.250% Sales Tax</b>	1,591.31
<b>Order Total</b>	20,703.31

CITY MANAGER'S OFFICE

NOV 16 2021

5:12 pm

# City of South Gate


CITY COUNCIL

## AGENDA BILL

For the Regular Meeting of: **November 23, 2021**

Originating Department: **Public Works**

Department Director:   
Arturo Cervantes

Interim City Manager:   
Chris Jeffers

**SUBJECT: NOTICE OF COMPLETION FOR THE LONG BEACH BOULEVARD WATER SERVICE LATERAL REPLACEMENT, CITY PROJECT NO. 638-WTR**

**PURPOSE:** Construction of the Long Beach Boulevard Water Service Lateral Replacement Project (Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the Project and issue public notice of such, prior to releasing the retention payment.

- RECOMMENDED ACTIONS:** The City Council will consider:
- a. Accepting completion of construction of the Long Beach Boulevard Water Service Lateral Replacement Project City Project No. 638-WTR, constructed by J. A. Salazar Construction and Supply Corporation, effective October 19, 2021; and
  - b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

**FISCAL IMPACT:** There is no impact to the General Fund. The final contract amount inclusive of Change Order No. 1 is \$1,325,589 and it was funded with Water Funds. The Project is budgeted in the amount of \$1,600,000 in the Water Funds Account No. 411-731-71-9578 (Water Fund - Long Beach Blvd. Water Service Lateral Replacement, City Project No. 638-WTR). A summary of the expenditures is provided below:

Project Budget	Account No. 411-731-71-9578
<b>Design Phase</b>	
Project Design Consultant	\$58,191
<b>Construction Phase</b>	
Construction	\$1,275,200
Change Order No. 1	\$50,389
Construction Management and CM Contingency	*\$22,610
City Staff Inspection Time	*\$40,773
Budget Contingency	\$152,837
<b>Total Project Cost</b>	<b>\$1,600,000</b>

\* This is the estimated cost to date. Management and administrative costs will continue to accrue until the project is closed out.

**ALIGNMENT WITH COUNCIL GOALS:** This Project meets the City Council's goal for "Continuing Infrastructure Improvements."

**ANALYSIS:** The Public Contract Code sets requirements that the City must abide to prior to making final payment to the contractor on construction projects. Public Contract Code Section 7107 establishes that the City must accept the completion of construction and issue public notice of such prior to releasing final payment (known as the retention payment). This process is a mechanism to provide written notice (Notice of Completion) to concerned parties that all work on the project has been completed and that the City intends to release retention. The Notice of Completion initiates the period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part or all of the retention payment to settle any liens exercised against the City. The City has not received any liens at this time.

**BACKGROUND:** The Project is a part of the City's Capital Improvement Program. It entails reconstructing the water meter services to: (1) replace existing plastic service lines with copper piping, (2) replace dry barrel fire hydrants with wet barrel hydrants, (3) abandon existing service laterals, valves, and fittings, (4) relocate fire hydrants, and (5) replace valves, (6) abandon the existing 4-inch cast iron main in Independence Avenue and reconnecting the water laterals to the existing 12-inch mainline. The construction limits are Long Beach Boulevard from Tweedy Boulevard to Santa Ana Street, and Independence Avenue from Long Beach Boulevard to Victoria Avenue.

On March 23, 2021, the City Council awarded construction Contract No. 2020-24-CC to J. A. Salazar Construction and Supply Corporation in the amount of \$1,275,200. Notice to Proceed was issued to begin construction on May 24, 2021, with a completion time of 270 calendar days ending on February 18, 2022. Construction was completed ahead of schedule on October 19, 2021. The Contractor met all contract obligations. Work was performed in accordance with the approved specifications with acceptable quality and workmanship within budget and on time. The City Council may now accept the Project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

One change order was needed to complete construction. Change Order No. 1 was in the amount of \$50,389 (Attachment C). It consisted of the following:

- \$102,889 in extra work needed to abandon service lateral, replace additional dry barrel fire hydrants, and install line stops for inoperable valves.
- A deduction of \$52,500 related to reduction of quantities in trenching, paving, and valve installations.

Change Order No. 1 was approved administratively in accordance with South Gate Municipal Code Section 1.54.610 (Approval of modifications and change orders), of Chapter 1.54 (Purchasing System and Bidding Rules), of Title 1 (Administration and Personnel). This provision authorizes staff to approve change orders administratively that are equal to or less than one hundred thousand dollars (\$100,000), in the case where a contract has an original contract price in excess of one million dollars (\$1,000,000).

**ATTACHMENTS:** A. Notice of Completion  
B. Location Map  
C. Change Order No. 1  
D. Contract No. 2020-24-CC

AA:lc

**RECORDING REQUESTED BY**

AFTER RECORDING MAIL TO

CITY CLERK OFFICE  
CITY OF SOUTH GATE  
8650 CALIFORNIA AVENUE  
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue South Gate, CA 90280	In Fee

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

4 A work of improvement on the property hereinafter described was COMPLETED ON 10/19/2021

5 The name of the CONTRACTOR, if any, for such work of improvement was J. A. Salazar Construction and Supply Corporation, 613 N. Harbor Boulevard La Habra, CA 90631.

6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

**LONG BEACH BOULEVARD WATER SERVICE LATERAL REPLACEMENT PROJECT,  
CITY PROJECT NO. 638-WTR**

7 The street and address of said property is: 8620 California Avenue,  
South Gate, CA 90280 Dated: November 23, 2021

8 Signature of \_\_\_\_\_ }  
\_\_\_\_\_

**Owner or Owners** Al Rios, Mayor  
City of South Gate

***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       }

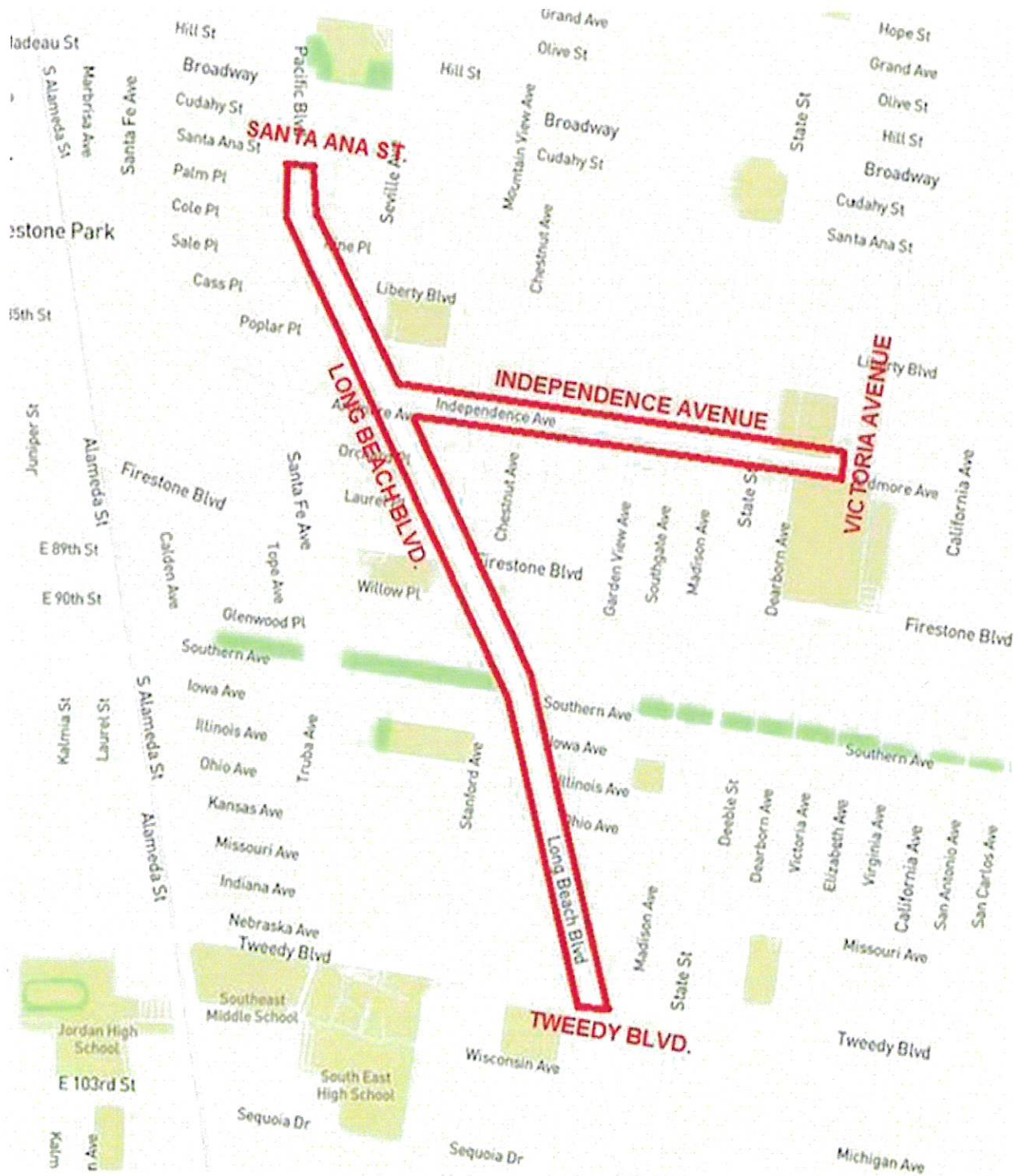
SS

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Signature: \_\_\_\_\_

Place Notary Seal Above

LOCATION MAP





City of South Gate, Public Works Department  
**Contract Change Order**



Date: 10/28/2021 Change Order No. 1

Account/Contract No. 2021-24-CC

Contractor: J. A. Salazar Construction & Supply Corp.

Account Code \_\_\_\_\_

Contract Date: 10/28/2021

Account Code\_411-731-71-9578

Plan Reference :LONG BEACH BOULEVARD WATER SERVICE LATERAL REPACEMENT , CITY PROJECT NO. 638-WTF

Change Order Amount : \$50,389 Extension of Contract, if warranted XX working days: N/A

Reason for Change: See Attached

Description of Change: Unforeseen Filed Conditions and City Requested Items

Original Contract Amount	\$1,275,200
Total of previous authorized Change Orders	0
New Change Order Amount	\$50,389
New Contract Amount	\$1,325,589

The Changes described above are hereby authorized.

Approved: \_\_\_\_\_, 20\_\_\_\_

*K. Anama 11/11/21*  
Project Engineer

J.A. SALAZAR CONSTRUCTION & SUPPLY CORP.  
613 N. HARBOR BLVD.  
LA HABRA, CA. 90621

Contractor

City Engineer

*JOSE SALAZAR*  
By Authorized Agent

Director of Public Works

Construction Manager

CITY OF SOUTH GATE  
PUBLIC WORKS DEPARTMENT  
CONTRACT CHANGE ORDER

CHANGE ORDER #: <u>1</u>	CITY PROJECT #: <u>638-WTR</u>
PROJECT TITLE: <u>1B WATER SERVICE LATERAL REPLACEMENT</u>	PURCHASE ORDER #: <u>6304</u>
CONTRACT #: <u>3428</u>	CHANGE REQUESTED BY: <u>City of South Gate</u>
CONTRACTOR: <u>J. A. Salazar Construction &amp; Supply Corp.</u>	DATE OF REPORT: <u>11-9-2021</u>
	Acct. No. <u>411-731-71-9578</u>

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

	Cost	Calendar Days
Original Contract Amount	\$ 1,275,200.00	0
Previous Change Order Amount		0
Contract Change Order Amount CCO No. 1	\$ 50,389.30	0
Total Increase to contract (all change orders) to date:	\$ 50,389.30	0
Revised Total Contract Amount	\$ 1,325,589.30	0
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	3.95%	0.00%

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

Item #	Detailed description	Change in Bid Item Quantities						Change Order Cost	Time Extension Working
		Contract Quantit	Previous Change Orders	THIS Change Orders	Total Adjusted Contract	Unit	Unit Cost		
9	Abandon Water Service Lateral	30	0	2	32	LS	\$ 2,000.00	\$ 4,000.00	
10	Replace Dry Baracelli Fire Hydrant Assembly	20	0	3	23	LS	\$ 10,000.00	\$ 30,000.00	
11	Replace Fire Hydrant Lateral Valve	5	0	-4	1	LS	\$ 8,500.00	\$ (34,000.00)	
17	Additional Trenching	100	0	-200	-100	LS	\$ 30.00	\$ (6,000.00)	
18	Additional Asphalt Patch Repair	100	0	-75	25	LS	\$ 100.00	\$ (7,500.00)	
19	Additional Cost for Concrete Slab Below Asphalt	100	0	-50	50	LS	\$ 100.00	\$ (5,000.00)	
21	Replace 1 1/2" and 2" Customer side Connector	10	0	2	12	LS	\$ 1,000.00	\$ 2,000.00	
	6" Tee Long Beach and Pine		0	1	1	LS	\$ 5,950.00	\$ 5,950.00	
	Hydrant at Palm and Long Beach		0	1	1	LS	\$ 27,500.00	\$ 27,500.00	
	Invert Cost		0	1	1	LS	\$ 6,500.00	\$ 6,500.00	
	10" Line Stop		0	1	1	LS	\$ 14,500.00	\$ 14,500.00	
	10" Gate Valve		0	1	1	LS	\$ 11,139.32	\$ 11,139.32	
	Detail B - Change from 4" to 8"		0	1	1	LS	\$ 1,299.98	\$ 1,299.98	
<b>Total Cost:</b>								<b>\$ 50,389.30</b>	<b>0</b>

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS: \$ 50,389.30 0

Approval Recommended by:

Approval Recommended by  
Ana Ananda, Project Manager



Date

Date



Approved by

Arturo Cervantes, P.E., Assistant City Manager / Director of Public Works

Date

Date

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

Accepted by:  
Contractor's Representative  
Title

Date

# J.A. SALAZAR CONSTRUCTION & SUPPLY CORP

GENERAL ENGINEERING CONTRACTOR

License No. 743587 A, C34

613 N. Harbor Blvd

La Habra CA 90631

Tel (562) 691-3647 ~ Fax (562) 691-1092

## PROPOSAL

June 23, 2021

City of South Gate

Attn: Ana Ananda

Reference: Long Beach Boulevard Services Project – Extra Work Request – 6” Tee at Long Beach and Pine.

- Disconnect existing connection point and drop in a new 6” tee per drawing provided by Ana Ananda.
- Valve will be paid per bid item. Valve is not included in this price.
- Surface restoration will be paid per bid items. Restoration is not included in this price.

**Tee Installation Only: \$ 5,950.00**

Exclusions: Permits, engineering of any kind, traffic control plans, handling of any hazardous materials, slurry seal, slurry backfill, rubberized asphalt, concrete under asphalt removal and replacement, restoration.

Please contact me if you have any questions, thank you.

Sincerely,

Jose Salazar  
President

# J.A. SALAZAR CONSTRUCTION & SUPPLY CORP

GENERAL ENGINEERING CONTRACTOR

License No. 743587 A, C34

613 N. Harbor Blvd

La Habra CA 90631

Tel (562) 691-3647 ~ Fax (562) 691-1092

## PROPOSAL

June 25, 2021

City of South Gate

Attn: Ana Ananda

Reference: Long Beach Boulevard Services Project – Extra Work Request – Hydrant at Palm Place and Long Beach

- Install fire hydrant at existing location and use fire hydrant head and new check valve.
- Hot tap existing 12" main and run 6" fire hydrant up to 55' in length.
- All crossing and potholes will be billed per the bid unit price. They are not included in this price.
- If inverts are required, they will be \$6,500.00 per invert.

**Hydrant Installation Only: \$ 27,500.00**

**Per Invert Cost: \$6,500.00**

Exclusions: Permits, engineering of any kind, traffic control plans, handling of any hazardous materials, slurry seal, slurry backfill, rubberized asphalt, concrete under asphalt removal and replacement, restoration, potholes/crossings.

Please contact me if you have any questions, thank you.

Sincerely,

Jose Salazar  
President

# J.A. SALAZAR CONSTRUCTION & SUPPLY CORP

GENERAL ENGINEERING CONTRACTOR

License No. 743587 A, C34

613 N. Harbor Blvd

La Habra CA 90631

Tel (562) 691-3647 ~ Fax (562) 691-1092

## PROPOSAL

August 3, 2021

City of South Gate

Attn: Ana Ananda

Reference: State Street and Independence Ave. – Extra Work Request – 10” Line stop

- Dig, prepare excavation and shore.
- Install plate.
- Install 10” line stop.
- Backfill per trench detail.
- Restore disturbed trench area.

**Total: \$14,500.00**

Exclusions: Permits, engineering of any kind, traffic control plans, handling of any hazardous materials, slurry seal, slurry backfill, rubberized asphalt, concrete under asphalt removal and replacement, restoration beyond disturbed area, night work, reduced hours, holiday work.

Please contact me if you have any questions, thank you.

Sincerely,

Jose Salazar  
President

**J.A. SALAZAR CONSTRUCTION & SUPPLY CORP**  
GENERAL ENGINEERING CONTRACTOR  
License No. 743587 A, C34  
613 N. Harbor Blvd  
La Habra CA 90631  
Tel (562) 691-3647 ~ Fax (562) 691-1092

**PROPOSAL**

August 6, 2021

City of South Gate  
Attn: Ana Ananda

Reference: State Street and Independence Ave. - Extra Work Request - 10" Gate Valve

- Provide material and install inline 10" gate valve per request.

**Contract Unit Price: \$9,800.00**  
**Material Cost Difference: \$1,339.32**  
**Total Cost: \$11,139.32**

Exclusions: Permits, engineering of any kind, traffic control plans, handling of any hazardous materials, slurry seal, slurry backfill, rubberized asphalt, concrete under asphalt removal and replacement, restoration beyond disturbed area, night work, reduced hours, holiday work.

Please contact me if you have any questions, thank you.

Sincerely,

Jose Salazar  
President



## Order Acknowledgement

Printed Date: 8/05/21  
Time: 2:26:14 PM  
Page: 1

ORANGE COUNTY WINWATER WORKS  
1617 E BALL RD  
ANAHEIM, CA 92805  
P 714-996-6299 F 714-996-1599

**Sold To :**

J A SALAZAR CONSTRUCTION  
613 N HARBOR BLVD  
\*\*\*MAIN ACCOUNT\*\*\*  
LA HABRA, CA 906314023

**Ship To :**

JA SALAZAR-LONG BEACH SVCS  
LONG BEACH & INDEPENDENCE  
MARTIN 714-493-9414  
SOUTH GATE, CA 90280

Order # : 129338-01	PO Number : LONG BEACH SERV
Entered : 8/05/21	Ordered by : RUBEN
Entered by : AMRODRIG	Regst Date : 8/05/21
Salesman : JOSEPH BIELSKI	Job Name : LONG BEACH SERV
Terms : NET 30 DAYS	Ship VIA : OUR TRUCK

Line	Item Number	Description	UOM	Order Qty	B/O Qty	Unit Price	Extended Amount
1.0	470400210	10" MJXMJ RW GATE VALVE	EA	1		1,524.4900	1,524.49
2.0	460SSGDPPK10	SGDPPK10 10 STARGRIP W/AC SLDE OR 300P	EA	2		79.8800	159.76
3.0	4600MACRO1190	10 MACRO 2-BOLT CPLG 11.9 *** MACRO HP 10.70-11.90	EA	2		502.3200	1,004.64
4.0	480E10VB	EISEL 10VB VALVE BOX ONL	EA	1		47.2500	47.25
5.0	480E10VC	10VC-W CI WATER COVER	EA	1		33.7500	33.75
6.0	461014210	10" CL350 DIP SJ	FT	18		30.0000	540.00
7.0	0609SM6008G20	S/M 6008G 8X20 SDR35 GSKT	FT	20		8.3000	166.00

**This is Not a Bill**  
**Tax and Freight are estimated**  
**Pay from your Invoice**

Tax Area ID: -050590090	Sub Total	3,475.89
Local Tax % 4.250	Freight	.00
State Tax % 6.000	Local Tax	147.93
	State Tax	208.55
	<b>Order Total</b>	<b>3,832.37</b>



Job Name
Long Beach Water Service Laterals, South Gate

Quote No.	Date	Page
0027829	2/22/21	4
Expiration Date		3/19/21
Revised Date		2/22/21
Bid Due Date		2/19/21

Line	Qty.	Description	Unit Price	UOM	Extended Price
92.0	10	SGDPPK06 6 STARGRIP W/ACC SLDE OR 3000P SUBTOTAL	30.1700	EA	301.70 4828.96
		#12 NEW 10" GATE VALVE 1EA			
96.0	1	10 DJ FXF RW GATE VALVE	1335.9800	EA	1335.98
97.0	20	S/M 6006G 8X20 SDR35 GSKT PIPE	4.5000	FT	90.00
98.0	1	8X18 GALV SPLIT CAN	10.5600	EA	10.56
99.0	1	VB4884 8 GATE CAP M/WATER	16.6400	EA	16.64
100.0	2	10" EZ GRIP FLANGE ADAPTER EZFA10	151.3400	EA	302.68
101.0	2	10-12 150# 316SS FLG BOLT SET (7/8X3-3/4)	56.4700	EA	112.94
102.0	2	1LGF8C/10 10 FF 1/8 GSKT NEOPR GASKET 10" FF 1/8"THK NEOPRENE SUBTOTAL	5.3700	EA	10.74 1879.54
		#13 CONNECT PER DTL 1, SHT 6			
106.0	18	4" CL52 DIP TJ	22.0800	FT	397.44
107.0	1	890560411116 4 HYMAX GRIP CPL (4.40-5.10)232 PSI	192.0200	EA	192.02
108.0	2	874 54 04010812 4 HYMAX2 FCA (4.25-5.63)232 PSI	198.6200	EA	397.24
109.0	2	4 DI TAP BLIND FLANGE 4X2	45.2500	EA	90.50
110.0	2	4 150# 316SS FLG BOLT SET (5/8X3)	14.4600	EA	28.92
111.0	2	1LGF8C/04 4 FF 1/8 GSKT NEOPR GASKET 4" FF 1/8" NEOPRENE CLO	2.3500	EA	4.70
112.0	2	2X6 RED BRASS NIPPLE	19.4500	EA	38.90
113.0	3	2 BRASS SCRD 90 LEAD FREE	17.3600	EA	52.08
114.0	2	2 X 42 RED BRASS NIPPLE FIELD VERIFY LENGTH	152.4900	EA	304.98
115.0	1	2X3 RED BRASS NIPPLE	8.4600	EA	8.46
116.0	1	2 B24286N BALL AMS FIPXMR FLG ***02428638** W/TALL CAP OPT38 NEW METER BY CITY RE-USE EX METER BOX	251.6000	EA	251.60
119.0	1	B-24337-01-N 2 STR FIPXMR FLG ***B-24337-41-N*** BOLTED LH	242.5600	EA	242.56
120.0	2	2" DROP IN METER GASKET 1/8" THK	1.0800	EA	2.16
121.0	4	2 BRZ METER BOLT/MNT SET SUBTOTAL	17.3700	EA	69.48 2081.04



# J.A. SALAZAR CONSTRUCTION & SUPPLY CORP

GENERAL ENGINEERING CONTRACTOR

License No. 743587 A, C34

613 N. Harbor Blvd

La Habra CA 90631

Tel (562) 691-3647 ~ Fax (562) 691-1092

## PROPOSAL

September 2, 2021

City of South Gate

Attn: Ana Ananda

Reference: Detail B Change in Size 4" to 8"

- Detail B is originally called out as a 4" on the plans.
- In the field an 8" was installed per request.
- Cost difference between 4" material and 8" material.

**Total: \$1,299.98**

Exclusions: Permits, engineering of any kind, traffic control plans, handling of any hazardous materials, slurry seal, slurry backfill, rubberized asphalt, concrete under asphalt removal and replacement, restoration beyond disturbed area, night work, reduced hours, holiday work.

Please contact me if you have any questions, thank you.

Sincerely,

Jose Salazar  
President



1617 E HALL RD  
ANAHEIM, CA 92805-4613

PHONE (714) 996-6299  
FAX (714) 996-1599

**Quoted To Customer**  
J A SALAZAR CONSTRUCTION  
633 N HARBOR BLVD  
\*\*\*MAIN ACCOUNT\*\*\*  
LA HABRA, CA 90631-4023  
Phone (562) 691-3647  
Fax (562) 691-1092

**Job Name**  
Independent Ave./Evergreen

Quote No.	Date	Page
0029803	9/02/21	1
Expiration Date		10/01/21
Revised Date		9/02/21
Bid Due Date		9/01/21

**Quoted By**  
Albert Cardona  
acardona@winwaterworks.com  
(714) 996-6299

Customer	Payment Terms	Quoted To	Salesperson	FOB
001313	NET 30 DAYS	RUBEN	JOSEPH BIELSKI	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	432-1320X4 TAPPING SLEEVE	997.0300	EA	997.03
2.0	1	4" MJXFLG RW GATE VALVE	439.6800	EA	439.68
3.0	1	4" 150# ZINC PLT FLG BOLT SET (5/8X3)	5.3200	EA	5.32
4.0	1	4" NONASE 1/16 150# RING GSK	1.5300	EA	1.53
5.0	36	4" CL350 DIP TO	25.4600	FT	916.56
6.0	2	SGDPPFC4 4 STARGRIF W/ACC SLIDE OR 3000P	31.5500	EA	63.10
<b>SUBTOTAL</b>					<b>2423.30</b>

**...DISCLAIMER**  
1) F.O.B. SHIPPING POINT  
ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY OC WINWATER.  
2) PRICES ARE SUBJECT TO CHANGE DUE TO CHANGES IN QUANTITIES OR DELIVERY REQUIREMENTS  
3) RETURNS ARE SUBJECT TO MANUFACTURER'S ACCEPTANCE & RETURN POLICIES.  
4) FABRICATED OR SPECIALTY ITEMS ARE NOT RETURNABLE.  
5) MATERIAL AND QUANTITIES TO BE VERIFIED BY CUSTOMER.  
6) PVC PIPE / FITTING PRICING & AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO RESIN AVAILABILITY  
7) DI FITTINGS PRICING &



Job Name
Independent Ave/Evergreen

Quote No.	Date	Page
0029803	9/02/21	2
Expiration Date		10/01/21
Revised Date		9/02/21
Eid Due Date		9/01/21

Line	Qty.	Description	Unit Price	UOM	Extended Price
		AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO CURRENT MARKET CONDITIONS. QUOTE TO BE USED FOR BUDGET PURPOSES ONLY			

Tax Area Id	Net Sales	2,423.30
050590090	Freight	.00
	Tax	246.39
	Quotation Total	2,671.69



1617 E BALL RD  
 ANAHEIM, CA 92805-4811

PHONE (714) 996-6299  
 FAX (714) 996-1599

<b>Quoted To Customer</b>
J A SALAZAR CONSTRUCTION 613 N HARBOR BLVD ***MAIN ACCOUNT*** LA HABRA, CA 90631-4023
Phone (562) 691-3647 Fax (562) 691-1092

<b>Job Name</b>
Independent Ave/Evergreen

Quote No.	Date	Page
0029798	9/01/21	1
<b>Expiration Date</b>		10/01/21
<b>Revised Date</b>		9/01/21
<b>Bid Due Date</b>		9/01/21

<b>Quoted By</b>
Albert Cardona acardona@winwaterworks.com (714) 996-6299

Customer	Payment Terms	Quoted To	Salesperson	FOB
001313	NET 30 DAYS	RUBEN	JOSEPH BIELSKI	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	432-1320X8 TAPPING SLEEVE (13.10-13.50)P/C900-DIP	1385.1100	EA	1385.11
2.0	1	8" MJXFLG RW GATE VALVE	918.4900	EA	918.49
3.0	1	6 # 150# ZINC PLT FLG BOLT SET	8.4300	EA	8.43
4.0	1	8 NONASB 1/16 150# RING GSF	3.7400	EA	3.74
5.0	36	8" CL350 DIP SJ	25.6500	FT	923.40
6.0	1	8X4 DI ALL MJ REDUCER	71.8600	EA	71.86
7.0	2	SGDFPK08 8 STARGRIP W/ACC SLDE OR 1000P	53.1700	EA	106.34
8.0	1	SGDFPK04 4 STARGRIP W/ACC SLDE OR 1000P	31.2600	EA	31.26
<b>SUBTOTAL</b>					<b>3448.63</b>
<p>...DISCLAIMER</p> <p>1) F.O.B. SHIPPING POINT          ALL ORDERS ARE SUBJECT TO          ACCEPTANCE BY GC WINWATER.</p> <p>2) PRICES ARE SUBJECT TO CHANGE          DUE TO CHANGES IN QUANTITIES          OR DELIVERY REQUIREMENTS.</p> <p>3) RETURNS ARE SUBJECT TO          MANUFACTURE'S ACCEPTANCE &amp;          RETURN POLICIES.</p> <p>4) FABRICATED OR SPECIALTY          ITEMS ARE NOT RETURNABLE.</p> <p>5) MATERIAL AND QUANTITIES TO          BE VERIFIED BY CUSTOMER.</p> <p>6) PVC PIPE, FITTING PRICING          &amp; AVAILABILITY ARE SUBJECT          TO CHANGE WITHOUT NOTICE          DUE TO BIDDING AVAILABILITY.</p>					



Job Name
Independent Ave/Evergreen

Quote No.	Date	Page
0029798	9/01/21	2
Expiration Date		10/01/21
Revised Date		9/01/21
Bid Due Date		9/01/21

Line	Qty.	Description	Unit Price	UOM	Extended Price
		** 7) DI FITTINGS PRICING & AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO CURRENT MARKET CONDITIONS. QUOTE TO BE USED FOR BUDGET PURPOSES ONLY			

Tax Area Id	Net Sales	3,448.63
050590090	Freight	.00
	Tax	353.48
	Quotation Total	3,802.11

1,130.42  
\$1,299.98 w/15%

**AGREEMENT FOR THE LONG BEACH BOULEVARD WATER SERVICE LATERAL REPLACEMENT PROJECT, CITY PROJECT NO. 638-WTR, BETWEEN THE CITY OF SOUTH GATE AND J.A. SALAZAR CONSTRUCTION AND SUPPLY CORPORATION**

This Agreement for the Long Beach Boulevard Water Service Lateral Replacement Project, City Project No. 638-WTR ("Agreement"), is made and entered into on March 23, 2021, by and between the City of South Gate, a municipal corporation ("City"), and J.A. Salazar Construction and Supply Corporation, a California corporation, License No. 743587 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

**ARTICLE I**

**THE PROJECT**

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. \_\_\_\_ for the Long Beach Boulevard Water Service Lateral Replacement Project, City Project No. 638-WTR.

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

**ARTICLE II**

**CONTRACT SUM AND PAYMENT**

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **One Million, Two Hundred Seventy-Five Thousand, Two Hundred Dollars (\$1,275,200)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

**ARTICLE III**

**CONTRACT DOCUMENTS**

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

**ARTICLE IV**

**INDEMNIFICATION**

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

**ARTICLE V**

**COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES**

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within two hundred seventy (270) calendar days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

**ARTICLE VI**

**EFFECTIVE DATE**

This Agreement shall become effective and commence on March 23, 2021.

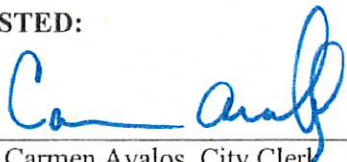
**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**


By:   
Maria Davila, Mayor

Dated: 3-31-2021

**ATTESTED:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**J.A. SALAZAR CONSTRUCTION AND  
SUPPLY CORPORATION:**

By:   
Jose Salazar, President

Dated: 3/22/21



**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

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

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

DATED: \_\_\_\_\_

J. A. SALAZAR CONSTRUCTION AND  
SUPPLY CORPORATION  
Contractor

By: \_\_\_\_\_  
Jose Salazar  
\_\_\_\_\_  
President  
Title

ATTEST:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

## INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

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

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

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Indemnification

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

**THE LONG BEACH BOULEVARD WATER SERVICE LATERAL REPLACEMENT  
PROJECT CITY PROJECT NO. 638-WTR**

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to J. A. Salazar Construction and Supply Corporation, ("Contractor" herein) a Contract for:

**THE LONG BEACH BOULEVARD WATER SERVICE LATERAL REPLACEMENT  
PROJECT CITY PROJECT NO. 638-WTR**

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

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

NOW, THEREFORE, we, Contractor and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of **One Million, Two Hundred Seventy-Five Thousand, Two Hundred Dollars (\$1,275,200)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

**CONTRACTOR;  
J. A. SALAZAR CONSTRUCTION AND  
SUPPLY CORPORATION**

By: \_\_\_\_\_  
Jose Salazar

Title: \_\_\_\_\_  
President

613 N. Harbor Boulevard  
La Habra, CA 90631  
(Type address of Contractor)

\_\_\_\_\_  
(Type name of Surety)

\_\_\_\_\_  
(Type address of Surety)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

APPROVED AS TO FORM:

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

**THE LONG BEACH BOULEVARD WATER SERVICE LATERAL REPLACEMENT  
PROJECT CITY PROJECT NO. 638-WTR**

**100% PAYMENT BOND**

**WHEREAS**, the City of South Gate, South Gate, California ("City" herein), has awarded to J. A. Salazar Construction and Supply Corporation ("Contractor" herein) a Contract for the work described as follows:

**THE LONG BEACH BOULEVARD WATER SERVICE LATERAL REPLACEMENT  
PROJECT CITY PROJECT NO. 638-WTR**

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

**NOW, THEREFORE**, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **One Million, Two Hundred Seventy-Five Thousand, Two Hundred Dollars (\$1,275,200)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

**IN WITNESS WHEREOF**, this instrument has been duly executed by the above-named Contractor and Surety on \_\_\_\_\_, 2021.

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

acknowledgment.

**CONTRACTOR:  
J. A. SALAZAR CONSTRUCTION AND  
SUPPLY CORPORATION**

By: \_\_\_\_\_  
Jose Salazar

Title: \_\_\_\_\_  
President

613 N. Harbor Boulevard  
La Habra, CA 90631  
(Type address of Contractor)

\_\_\_\_\_  
(Type name of Surety)

\_\_\_\_\_  
(Type address of Surety)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

APPROVED AS TO FORM:

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

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY**



EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA )
COUNTY OF ) SS.
)

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

Signed \_\_\_\_\_

\_\_\_\_\_
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_
Notary Public

(Attach Notary Certificate)

CITY MANAGER'S OFFICE

City of South Gate

CITY COUNCIL

NOV 18 2021

2:00 pm

AGENDA BILL

For the Regular Meeting of: November 23, 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 Special Joint Budget Meeting minutes of July 12, 2021
- B. Approve the Regular and Special Meeting minutes of October 26, 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

**SOUTH GATE CITY COUNCIL  
SOUTH GATE HOUSING AUTHORITY  
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF  
THE CITY OF SOUTH GATE**

**SPECIAL JOINT BUDGET MEETING MINUTES  
MONDAY, JULY 12, 2021**

**CALL TO ORDER** Al Rios, Mayor/Chairperson called the Special Joint Budget Session Meeting of the South Gate City Council to order at 6:00 pm.

**ROLL CALL** Carmen Avalos, City Clerk

**PRESENT** Mayor/Chairperson Al Rios, Vice Mayor/Vice Chairperson Maria del Pilar Avalos, Council/Authority/Agency Member Maria Davila, Council/Authority/Agency Member Gil Hurtado and Council/Authority/Agency Member Denise Diaz and City Treasurer Gregory Martinez, Interim City Manager/Interim Executive Director Chris Jeffers, City Attorney/Authority/Agency Counsel Raul F. Salinas

1

**BUDGET ADMIN** The City Council, South Gate Housing Authority and the Successor Agency to the Community Development Commission of the City of South Gate

- a. Received and filed various presentations regarding the Proposed Municipal Budgets for Fiscal Year 2021/22 for these entities, and the 5-year Capital Improvement Program; and
- b. Directed staff to schedule another Special City Council Meeting in August for budget review and discussion prior to the legislative bodies of these entities consider the formal adoption of the Municipal Budgets for Fiscal Year 2021/22.

Interim City Manager/Interim Executive Director Chris Jeffers introduced and thanked Kingsley Okereke, Interim Director of Administrative Services, Kim Sao, Deputy Director of Administrative Services, Connie Delaney, Jim Raia, Senior Financial Analyst, Alma Medina from Public Works and Art Cervantes from Public Works for their hard work with the budget.

Interim City Manager/Interim Executive Director Chris Jeffers presented a budget PowerPoint. Mr. Jeffers will provide a hard copy to the City Clerk's Office.

Joshua Barron, 8819 Beaudine Avenue, asked if the public will be able to speak individually for each department if they have questions.

## SPECIAL JOINT BUDGET MEETING MINUTES OF JULY 12, 2021

Mr. Jeffers stated that the intent is to bring all departments at a future meeting in August.

Mr. Barron asked if the city has a practice of investing to generate funds. He noticed the largest increase was in personnel. He mentioned that the deficits do not include the anticipation that we want to start preparing for fleet funds. He was very impressed about the information on our taxation.

Virginia Johnson, 5751 McKinley Avenue, noticed that the staff report was only one page because this was a presentation. She would like to see more code enforcement officers.

Robert Montalvo asked about the part-time employees if it would be feasible to hire them full-time. He also suggested on grant writing companies. He thanked Mr. Jeffers for the presentation.

Mr. Jeffers stated the city does have an investment policy and asked Mr. Okereke on it.

Kingsley Okereke, Interim Director of Administrative Services stated that the city does have an investment policy. That policy applies to all local government in California, and we cannot invest in anything beyond five years.

Council Member Hurtado would like to know if the departments are full staffed.

Vice Mayor Avalos suggested a video in English and Spanish from the departments and placed on the city's website.

Council Member Davila thanked city staff for today's presentation.

Mayor Rios thanked city staff for today's presentation.

Vice Mayor Avalos thanked city staff for today's presentation.

[Remainder of page left blank intentionally.]

**SPECIAL JOINT BUDGET MEETING MINUTES OF JULY 12, 2021**

**ADJOURNMENT**

Council Member Davila unanimously adjourned the meeting at 8:57 p.m. and seconded Council Member Hurtado.

**ROLL CALL:** Mayor Rios, yes; Vice Mayor Avalos, yes; Council Member Diaz, yes; Council Member Davila, yes; Council Member Hurtado, yes

**PASSED** and **APPROVED** this 23<sup>rd</sup> day of November 2021.

ATTEST:

\_\_\_\_\_  
Al Rios, Mayor/Chairperson

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

**CITY OF SOUTH GATE  
REGULAR CITY COUNCIL MEETING  
MINUTES  
TUESDAY, OCTOBER 26, 2021**

- CALL TO ORDER** Al Rios, Mayor called a Regular City Council meeting to order at 6:38 p.m.
- INVOCATION** Steve Costley, Interim Director of Parks and Recreation
- PLEDGE OF ALLEGIANCE** Francisco Robles, Lead Electrician
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Denise Diaz; Council Member Maria Davila and Council Member Gil Hurtado; City Treasurer Gregory Martinez, Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas
- 1**  
**PROCLAMATION** The City Council issued a Proclamation declaring November 2021 as National Diabetes Month in the City of South Gate.
- 1a**  
**PROCLAMATION** The City Council issued Certificates of Appreciation to Lizbeth Pimentel Arredondo and Brissa Medina for their commitment to the City and volunteer work with food distribution during the COVID-19 pandemic.
- 2**  
**PERSONNEL** The City Council allowed staff to introduce the new and promotional full-time employee hired or promoted during September 2021.
- 3**  
**LAW ENFORCEMENT** The City Council considered receiving a demonstration of the newly launched South Gate Police Department Mobile Phone App ("SGPD Phone App") which is expected to enhance communication with the public.
- 13**  
**RECYCLING** The City Council approved A and B by motion of Vice Mayor Avalos and seconded by Council Member Davila.
- Roll Call:** Mayor Rios, yes; Vice Mayor Avalos, yes; Council Member Diaz, yes, Council Member Hurtado, yes; Council Member Davila, yes
- a. Received and filed a presentation by HF&H Consultants, LLC on the Draft Request for Proposal for Recycling, Organics, and Solid Waste Collection and Recycling, Organics and C&D Processing Services; and

## REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 26, 2021

13

RECYCLING CONT'D

- b. Approved and authorized the issuance of the Draft Request for Proposals for Recycling, Organics, and Solid Waste Collection and Recycling, Organics and C&D Processing Services.

4

MUNICIPAL CODE

The City Council conducted a Public Hearing and introduced Ordinance No. 2021-10-CC entitled - An Ordinance of the City Council of the City of South Gate, amending Section 7.49.170 (Alcoholic Beverages, Narcotics, and other controlled substances) of chapter 7.49 (Park) of Title 7 (Public Safety and Morals), of the South Gate Municipal Code to allow for the possession, sale, and consumption of alcoholic beverages at park facilities and specified park areas provided that a permit is issued in accordance with approved permit requirements and guidelines adopted by the City Council was approved by motion of Council Member Davila and seconded by Council Member Hurtado.

**Roll Call:** Mayor Rios, yes; Vice Mayor Avalos, yes; Council Member Diaz, yes, Council Member Hurtado, no; Council Member Davila, absent

Steve Costley, Interim Parks and Recreation Director presented the staff report for this item.

Mayor Rios opened the public hearing at 8:19 p.m. and asked if anyone in the audience would like to speak on this item.

Virginia Johnson, 5751 McKinley Avenue spoke against having alcohol in the Parks. She feels that it sends the wrong message to the youth of our community.

Mario Dominguez questioned allowing alcohol in the park and not allowing smoking of marijuana.

Liz questioned the policy of the police presence at events and is this related to the festivals at the park.

Robert Montalvo asked if the fees for the permit increase if alcohol was allowed and whose responsibility is it to ensure that there is security at the events.

Thomas Buckley is concerned with the fact that there are children in the parks and the influence of alcohol in the area is not a good idea.

Jessica Lopez asked where the drinking will be allowed and who will be responsible for the cost of the security.

Seeing no one else come forward, Mayor Rios closed the public hearing at 8:28 p.m.

## REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 26, 2021

### 4 MUNICIPAL CODE CONT'D

Council Member Diaz clarified that the alcohol would only be served inside the banquet facilities in the parks and the person renting the facility would be responsible for the security. She supports the item as it will bring more revenue to the City.

Mr. Costley responded to the comments of the public.

Council Member Hurtado explained the process of placing items on the agenda for discussion. He also supports the item.

Council Member Davila realizes that there are children in the area, but a large part of the community is looking for a place to celebrate events. She also supports the item and wants to find ways to make this safely work.

Vice Mayor Avalos and Mayor Rios also support this item and appreciate that Mr. Costley went to other cities to find out what works for them.

### 5 FINANCIAL MANAGEMENT

The City Council conducted a Public Hearing and approved A, B, and C by motion of Council Member Hurtado and seconded by Mayor Rios.

- a. Adopted Resolution No. 2021-51-CC entitled - Resolution of the City Council of the City of South Gate, California, establishing a new Schedule of Fees for City services effective for FY 2021-22.
- b. Authorized the Mayor to execute the Resolution in a form acceptable to the City Attorney; and
- c. Rescinded Resolution No. 7668.

**Roll Call:** Mayor Rios, yes; Vice Mayor Avalos, yes; Council Member Diaz, yes, Council Member Hurtado, no; Council Member Davila, absent

Kingsley Okereke, Interim Director of Administrative Services presented the staff report for this item.

City Attorney Salinas clarified that Council Member Hurtado is allowed to speak on the fees that pertain to mobile homes even though he lives in a mobile home as he falls under the public general exception. This means that the approval of the resolution as suggested by staff would affect the Council Member as all members of the public living in mobile homes.

Mayor Rios opened the public hearing at 8:45 p.m. and asked if anyone in the audience would like to speak on this item. Seeing no one come forward the Mayor closed the Public Hearing at 8:47 p.m.



REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 26, 2021

5

FINANCIAL

MANAGEMENT CONT'D

Council Member Hurtado asked if the fees on mobile homes can be excluded from the increase because it would only impact senior citizen and is it possible to have special pricing for seniors.

City Attorney Salinas clarified that usually this is not recommended as the fees are based on services provided.

Vice Mayor Avalos asked if approved when does it go into effect.

Mr. Okereke answered that the Resolution would go into effect immediately.

6

MUNICIPAL CODE

The City Council conducted a Public Hearing and waived the reading in full and introduced Ordinance No. 2021-11-CC entitled - Ordinance of the City Council of the City of South Gate, California, amending Section 11.31.030 (Definitions) to Chapter 11.31 (Density Bonus for Affordable Housing) and further deleting and replacing Table 11.31-1 (Determination of Density Bonus) in its entirety of Section 11.31.040 (Density Bonus), Sub-Section A (Determination of Density Bonus), and further deleting and replacing Table 11.31-3 (Number of Incentives) of Section 11.31.050 (Incentives), Sub-Section A (Number of Incentives), and further deleting and replacing Table 11.31-4 (Parking Requirements for Projects Receiving a Density Bonus) of Section 11.31.060 (Affordable Housing Requirements), Sub-section B.3. (Development Standards) of Title 11 (Zoning) of the South Gate Municipal Code to revise the City's regulations pertaining to density bonus for affordable housing by motion of Council Member Davila and seconded by Council Member Diaz.

**Roll Call:** Mayor Rios, yes; Vice Mayor Avalos, yes; Council Member Diaz, yes, Council Member Hurtado, no; Council Member Davila, absent

Lynn Kelly Lenner, City Consultant provided the presentation for this item.

Mayor Rios opened the public hearing at 8:55 p.m. and asked if anyone in the audience would like to speak on this item.

Robert Montalvo stated that the property value wasn't taken into consideration of when preparing this Ordinance.

Mr. Dominguez asked if staff could provide an explanation to what a density bonus is.

Ms. Lenner explained market value properties and density as it relates to comments from the audience.

## REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 26, 2021

### COMMENTS FROM THE AUDIENCE

All Council Members agreed that this is a matter of losing local control and it needs to address at the State level.

Virginia Johnson, 5751 McKinley Avenue spoke about audio failure at the last City Council Meeting and her concerns with the position of the City Clerk.

Sandy Rodriguez, Indiana Avenue introduced herself as the newly elected Kiwanis Club President.

Armando Velasquez promoted the Kiwanis Club and announced that this Friday is the South Gate High School Football Team vs Huntington Park High School Football Team for the Kiwanis Trophy.

Robert Montalvo commented on the audio failure at the last City Council Meeting.

Mario Dominguez commented on the audio failure and problems with video presentations for the Zoom audience.

Thomas Buckley commented on the audio failure at the last City Council Meeting and questioned how the minutes will be written. He wants staff to explain what went wrong.

Carmen Avalos, City Clerk apologized to anyone that was inconvenienced by this incident. She stated that we have been training staff and with this sometimes errors are made. Currently the official record for the City is the minutes. As we move forward with technology upgrades the City's official record continues to be the minutes. The City's minutes are action minutes, and the actions of the legislative body are accurate. The Mayor and the City Clerk both sign off on the minutes. The City's IT Department has continued to be sure that all meetings are covered, and Ms. Avalos thanked them for their work. It was a mistake, and we are taking steps so this will not happen again.

### REPORTS AND COMMENTS FROM CITY OFFICIALS

Steve Costley, Interim Parks and Recreations Director announced that there will be Halloween carnivals at both South Gate and Hollydale Parks. On November 6<sup>th</sup> at South Gate Park there will be food distribution.

Darren Arakawa, Chief of Police stated that South Gate Youth Football along with Police Department will host Coffee with a Cop tomorrow.

Trunk and Treat will also be this week and a new Police Officer will be graduating from the academy. Lastly, the Chief invited everyone to his swearing in ceremony.

Carmen Avalos, City Clerk stated that she will be attending a meeting at the Register Recorders Office to discuss upcoming elections.

## REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 26, 2021

### REPORTS AND COMMENTS FROM CITY OFFICIALS

#### CONT'D

Greg Martinez, City Treasurer will be working at a family shelter to help feed the families for Halloween.

Council Member Hurtado stated that he is part of the Los Angeles Unified School District redistricting committee and he spoke on the issues facing our local schools.

Council Member Diaz spoke on the redistricting of the Los Angeles Unified School District. When in Washington D.C. she spoke with Congresswoman Roybal-Allard about various federal programs. She will also be attending a NALEO response team on COVID-19.

Vice Mayor Avalos had nothing to report.

Mayor Rios spoke on the redistricting of the Los Angeles Unified School District. The Mayor thanked the members of the Kiwanis for their hard work during these difficult times.

#### CONSENT CALENDAR

Agenda Items 7, 8, 9, 11, and 12 were approved by motion of Vice Mayor Avalos and seconded by Council Member Diaz. Council Member Hurtado recused himself from the vote for Item 9. Council Member Davila was absent. Item 10 was pulled for separate discussion.

**Roll Call:** Mayor Rios, yes; Vice Mayor Avalos, yes; Council Member Diaz, yes, Council Member Hurtado, yes (Item 9 recused); Council Member Davila, absent

7

#### LAW ENFORCEMENT

The City Council approved A and B during Consent Calendar.

- a. Contract No. 2021-132-CC with All City Management Services, Inc. ("ACMS"), for crossing guard services for a one (1) year term ending June 30, 2022; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

8

#### WATER

The City Council approved A and B during Consent Calendar.

- a. Amendment No. 1 to Contract No. 2020-52-CC with MNS Engineers, Inc. to provide additional construction management and inspection services to cover the extended construction schedule for the Water Facility Chlorination System Upgrades, City Project No. 586-WTR, in the amount of \$32,676.
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

## REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 26, 2021

9

### TRANSPORTATION

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

- a. Approved Amendment No. 2 to Contract No. 2020-18-CC with T.Y. Lin International Group extending the term of the agreement through December 31, 2021, to provide additional construction management and inspection services for the I-710 Corridor Soundwall Project, Caltrans Contract 07-298014, City Project Nos. 587-ST and 547-ST, in an amount not to exceed \$107,910; and
- b. Authorized the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

10

### EMERGENCY PROGRAMS

#### CITY MEMBERSHIPS

The City Council approved A, B, C, and D by motion of Council Member Hurtado and Council Member Diaz.

**Roll Call:** Mayor Rios, recused; Vice Mayor Avalos, yes; Council Member Diaz, yes, Council Member Hurtado, yes; Council Member Davila, absent

- a. Appropriated \$500,000 from the American Rescue Plan funds to an account determined by the Director of Administrative Services;
- b. Approved the attached Loan Agreement (Contract No. 2021-133-CC) and related Promissory Note, subject to any final changes by the City Attorney's Office that are not substantive in nature nor increase the monetary commitment by the City of South Gate;
- c. Authorized the City Manager to take steps he deems necessary to finalize a forgivable loan to Hub Cities Consortium with GAP financing assistance for them to relocate their offices to South Gate (4370 Tweedy Blvd.); and
- d. Approved the written request that was submitted by the Alshire Law Firm authorizing and waiving any technical conflict of interest in representing HUB Cities

Raul F. Salinas, City Attorney added that the law firm representing HUB Cities in this matter is Aleshire Law Firm which also represents the City of South Gate with labor negotiations so there is a technical conflict of interest. These conflicts are typically waived. Even though they meet the definition by the State Bar rules they don't normally breach their ethical duties. Mr. Salinas requested to add an Item d to the recommended action which would be to approve the written request that was submitted by the Aleshire Law Firm authorizing and waiving any technical conflict of interest in representing HUB Cities.

## REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 26, 2021

11

### PURCHASING

The City Council approved the Purchase Order agreement with Fritts Ford for a F450 Dually 1 Ton Truck for the Parks and Recreation Department for the total amount of \$54,698.93 during Consent Calendar.

12

### MINUTES

The City Council approved A and B during Consent Calendar.

- a. The Special Meeting minutes of September 27, 2021; and
- b. The Regular Meeting minutes of September 28, 2021.

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

14

### ENVIRONMENTAL QUALITY CONTROL

The City Council approved A and B by motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

- a. Resolution No. 2021-52-CC entitled - Resolution of the City Council of the City of South Gate, California, in support of the South Coast Air Quality Management District Proposed Rule 1109.1; and
- b. Authorized the Mayor to execute the Resolution in a form acceptable to the City Attorney.

15

### EMERGENCY PROGRAMS

The City Council approved A, B, and C by motion of Council Member Hurtado and Vice Mayor Avalos

- a. The proposed programs/projects to be funded in Fiscal Year 2021-22 with American Rescue Plan Act (ARPA) funds; and
- b. Authorized necessary budget appropriation and adjustments to implement approved programs/projects totaling \$21,561,290; and
- c. Directed staff to seek appropriate proposals from qualified third-party providers for designated social services eligible under the ARPA guidelines.

**REGULAR CITY COUNCIL MEETING MINUTES OF OCTOBER 26, 2021**

16  
WARRANTS

The City Council approved the Warrant Register for October 26, 2021 by the motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

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

Total of Checks:	\$5,358,020.54
Voids:	\$ (0.00)
Total of Payroll Deductions	<u>\$ (359,408.95)</u>
Grand Total:	\$4,998,611.59

Cancellations: 94380, 94467

ADJOURNMENT

Mayor Rios adjourned the meeting at 11:23 p.m. in memory of Bartholomew McNeal, Principal at Norwalk/La Mirada School District and Eleno Medina, South Gate resident and seconded by Vice Mayor Avalos.

**PASSED** and **APPROVED** this 23<sup>rd</sup> day of November 2021.

ATTEST:

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Al Rios, Mayor

---

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
TUESDAY, OCTOBER 26, 2021**

**CALL TO ORDER** Al Rios, Mayor called a Special City Council meeting to order at 4:36 p.m.

**ROLL CALL** Carmen Avalos, City Clerk

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

**LATE** Council Member Denise Diaz arrived at 4:48 p.m.

**ABSENT** Gregory Martinez, City Treasurer

**CLOSED SESSION** The Council Members recessed into Closed Session at 4:37 p.m. and reconvened at 6:37 p.m. with all Members of Council present. City Attorney Salinas reported the following:

**1. CONSIDER THE EMPLOYMENT OF A PUBLIC EMPLOYEE**  
Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

The City Council received a report by an outside consultant and upon completion of that presentation there was no reportable action.

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

**PASSED** and **APPROVED** this 23<sup>rd</sup> day of November 2021.

ATTEST:

\_\_\_\_\_  
Al Rios, Mayor

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

CITY MANAGER'S OFFICE

NOV 17 2021

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: November 23, 2021

Originating Department: City Manager's Office

Interim City Manager: [Signature]
Chris Jeffers

Interim City Manager: [Signature]
Chris Jeffers

SUBJECT: A REQUEST BY MAYOR RIOS AND COUNCIL MEMBER HURTADO TO DIRECT STAFF TO REVIEW AND PRESENT MODIFICATIONS TO SOUTH GATE MUNICIPAL CODE 11.33.060 PARKING LOT STANDARDS (TABLE 11.33-3)

PURPOSE: To consider a request by Mayor Rios and Council Member Hurtado to have staff review and present to the Planning Commission and, subsequently, the City Council for consideration, possible revisions to the City's off-site parking distance regulations as set forth in the South Gate Municipal Code Section 11.33.060 Parking Lot Standard (Table 11.33-3).

RECOMMENDED ACTION: The City Council will consider:

- a. The request by Mayor Rios and Council Member Hurtado direct to research possible changes to the South Gate Municipal Code Section 11.33.060 Parking Lot Standard (Table 11.33-3); and
b. Providing direction on what elements to study or consider.

FISCAL IMPACT: If approved, staff would undertake a review, and possibly engage outside services to review and make possible suggestions relating to off-site parking standards for the Planning Commission and City Council to consider. Costs for outside services may run between \$10,000 to \$15,000 in addition to staff costs.

ANALYSIS: Mayor Rios and Council Member Hurtado have been asked to see if the City would consider changing its code standards relating to off-site parking distance limitations. Currently, the standard for land uses serving Children, Older Adults, Community Assembly or People with Disabilities is that sites more than 150 feet from the primary use cannot be considered as meeting the parking requirements for such uses. Other uses may have other limitations, such as Non-residential land uses, which provide for no more than 300 feet from the primary site under the City's code.

The purpose of providing some limitation is to ensure that parking will be convenient enough for customers of the specific land use to use said parking. The farther the location from the primary land use, the less likely customers will use it. Customers will likely attempt to park in locations closer and more convenient to them, which can add to areas where parking is already problematic for either residential or commercial areas. Distances can, and do, vary for specific uses. For example, allowing off-site parking locations for a stadium be farther than 150 feet would not be unreasonable. However,



a person with a young child or two who is trying to access childcare is less likely to use a site that is the same distance as that used for a stadium.

Should the City Council direct staff to undertake the review process and present changes, staff would look at what other cities may permit, whether there are industry recommendations, are there legal limitations to consider and what conditions should be attached to ensure off-site parking is secure for purposes of meeting the land use needs. It is anticipated this process would take between 3-6 months to bring before the Planning Commission for consideration and provide a recommendation to the City Council. Any amendment to the Municipal Code would require public noticing and hearings of both the Planning Commission and City Council.

**BACKGROUND:** The South Gate Municipal Code Section 1.04.066 (Restrictions related to the use of City staff time and/or supplies) requires the City Council approve, in advance, any City Council Member's request for use of staff time and/or City resources. As such, a majority of the City Council must approve giving staff direction to undertake the request by Mayor Rios and Council Member Hurtado.

In addition, should the City Council approve the request, then the City Council may give specific direction as to what elements to study or consider. The City Council should not express any specific opinion on a specific project or a how they might vote on an item that may come before them in the future.

**ATTACHMENT:** SGMC 11.33.060 Parking Lot Standards

**11.33.060 Parking lot standards.**

The standards of Table 11.33-3, Parking Lot Standards, and this section shall apply to the design of all public and private parking lots, vehicle storage areas, and vehicle sales/rental areas for new construction and remodeled existing land uses in all zones.

A. Sufficient Vehicular Maneuvering Area, Access, and Circulation. The following standards are provided to ensure suitable maneuvering and circulation for parking lots and loading areas accessed from a public street or alley:

1. Forward Movement. All access and circulation shall facilitate vehicles (including trucks and solid waste, emergency, and other public service vehicles) entering and exiting a facility or lot without backing up into a public street, reentering a public right-of-way, or making other hazardous turning movements.
2. Turnarounds. If such circulation is not possible, a turnaround area shall be provided, subject to the requirements of the city fire department or engineering division.

B. Parking Location. Off-street parking for nonresidential land uses shall be provided in a paved parking lot or within a building, with a maximum walking distance as indicated in Table 11.33-3, Parking Lot Standards. Required minimum setback to parking is regulated by the applicable zone. Where a minimum setback is regulated by a maximum percent of the frontage.

C. Ingress/Egress. Parking driveways and access points shall not disrupt the pedestrian right-of-way on primary streets. Ingress/egress shall comply with the Revised Standard Driveways Plan No. M-11.59, adopted by the city council. Refer to Section 11.23.070(F), Vehicular Driveway Access, for ingress/egress standards related to pedestrian-oriented uses.

**Table 11.33-3 Parking Lot Standards**

<b>Ingress/Egress</b>	
Driveway Spacing	Max. 1 driveway/120 ft. parking lot frontage
Intersection Spacing	Min. 75 ft. separation between intersection and driveway;

	or 0.75% frontage width, whichever is greater
Driveway Width	20 ft. min.
<b>Height Clearance</b>	
Minimum	7 ft. 2 in. min. required clearance for all parking lots and structures
<b>Off-Site Parking Distance</b>	
Land Uses Serving Children, Older Adults, Community Assembly, or People with Disabilities	150 ft. max. from site
Nonresidential Uses	300 ft. max. from site
<b>Compact/Tandem Spaces</b>	
Office Uses	Compact spaces permitted, max. 25% of spaces
Industrial/Manufacturing Uses	Tandem and/or compact spaces permitted, max. 25% of spaces
<b>Site Walls</b>	

Street Frontage PL	24-inch-high solid wall required
Front Setback Area, On Site or NL/NM Adjacent PL	24-inch-high solid wall required
NL/NM Adjacent PL (1)	6-ft. solid wall required with a max. up 8 ft.; except when finished grade difference is 6 ft. or greater
<b>Street Frontage Adjacency</b>	
Curb/Bumper Required	6-inch bumper required; securely installed
Curb/Bumper Setback	3 ft. from any street PL
<b>Required Lighting</b>	
Lot Lighting	Uniform 3 ft. : 1 ft. candles (average to minimum)
Perimeter PL Lighting	Max. 0.5 ft. candle at any point along the perimeter PL

**Notes:**

1. Rear or interior walls may be permitted to be up to eight feet maximum when adjacent to a parking lot. Barbed wire is prohibited.

PL = property line; NL = neighborhood low; NM = neighborhood medium.

D. Passenger Loading Areas. Public parking areas shall designate a passenger loading area for embarking and disembarking passengers from ridesharing vehicles. Requirements:

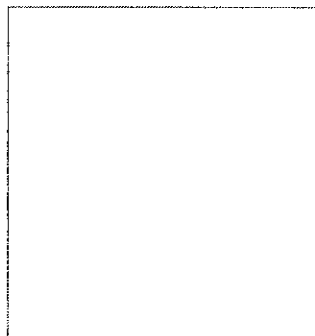
1. Passenger loading areas shall be located next to the primary pedestrian access from the parking area to adjacent building(s).
2. Passenger loading areas shall be designed to include a turnout large enough to accommodate waiting vehicles equivalent to one-half percent of required parking for the project.

E. Plan Review. All common parking lots, including location, dimensions, landscaping, and building access, shall be clearly defined on the proposed development plan (administrative plan review, discretionary plan review, or standard application site plan as applicable).

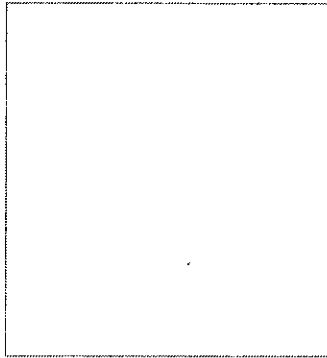
F. Technical Design Requirements.

1. Maneuvering. Maneuvering areas shall be designed consistent with Table 11.33-2, Parking Dimension, and Diagrams A through H.
2. Ramps. Vehicular driveway ramps shall be designed consistent with Table B.
3. Surfacing. Parking lots shall be surfaced and maintained with cement concrete or asphaltic concrete, a minimum of three inches in thickness, so as to eliminate dust or mud, and shall be so graded and drained to dispose of all surface water. Drainage shall be taken to the curb or gutter and away from buildings and adjoining property.

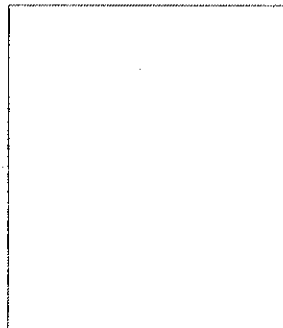
**Diagram A Parallel Parking One-Way**



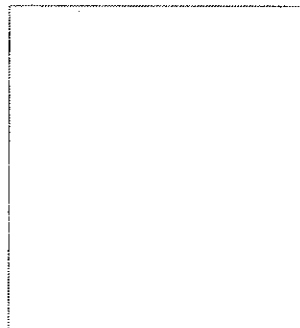
**Diagram B Parallel Parking Two-Way**



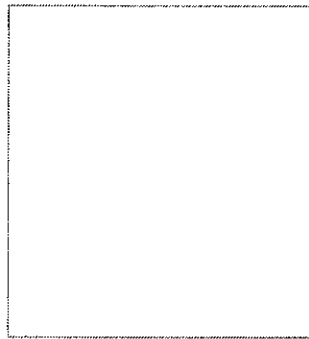
**Diagram C Thirty-Degree Parking**



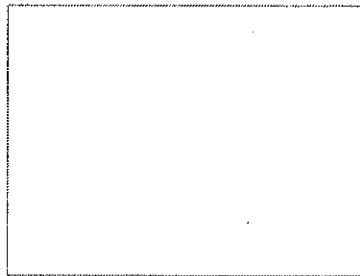
**Diagram D Forty-Five-Degree Parking**



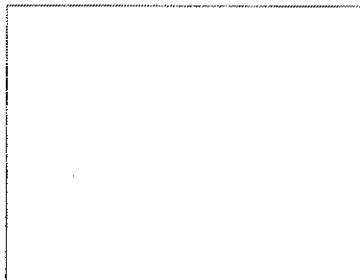
**Diagram E Sixty-Degree Parking**



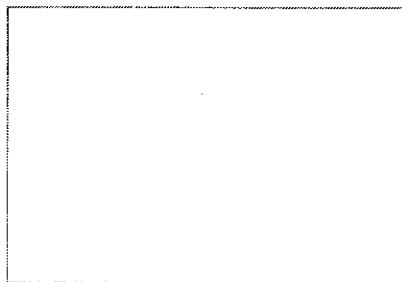
**Diagram F Ninety-Degree Parking**



**Diagram G Overlapped Herringbone Parking – Alternate Travel Aisles**



**Diagram H Overlapped Herringbone Parking – Single Director Aisles**



(Ord. 2323 § 1 Exh. A (part), 4-28-15)

**CITY MANAGER'S OFFICE**

**WARRANT REGISTER FOR COUNCIL MEETING 11/23/2021**

**PART I**

NOV 16 2021

apChkLst  
11/04/2021 12:55:12PM

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	
94634	11/4/2021	00000898	CENTRAL BASIN MUNI WATER	SG-SEP21	9/20/2021	SEP 2021- WATER USAGE- CB M	719.57	719.57
Voucher:								
94635	11/4/2021	0012868	COMPATIOR, INC	AUG 2021	11/4/2021	AUG 2021 FREE MENTAL HEALT	15,227.30	15,227.30
Voucher:								
94636	11/4/2021	00000028	WATER REPLENISHMENT DIST	AUG 2021	10/21/2021	AUG 2021: ALPHA# 4590 GROUN	310,791.14	310,791.14
Voucher:								
Sub total for BANK OF THE WEST:							326,738.01	
3 checks in this report.							Grand Total All Checks:	326,738.01

Gray highlights indicate prepaid checks

Item No. 19



**WARRANT REGISTER FOR COUNCIL MEETING 11/23/2021**

**PART II**

apChkLst  
11/09/2021 10:08:31AM

Final Check List  
CITY OF SOUTH GATE

Page: 1

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		Voucher:					
94638	11/10/2021	00002417 AMERICAN FIDELITY ASSURANC	Ben292873	11/10/2021	AMERICAN FIDELITY (ABT): PAYI	326.26	326.26
		Voucher:					
94639	11/10/2021	0011469 CALIFORNIA DENTAL NETWORK,	Ben292869	11/10/2021	CALIFORNIA DENTAL NETWORK	2,951.30	2,951.30
		Voucher:					
94640	11/10/2021	0012107 CALIFORNIA STATE DISBURSEME	Ben292887	11/10/2021	CA STATE DISB. UNIT: PAYMENT	299.99	299.99
		Voucher:					
94641	11/10/2021	0011535 CDTFA	Ben292883	11/10/2021	CA DEPT OF TAX & FEE ADMIN: F	386.68	386.68
		Voucher:					
94642	11/10/2021	00000438 COLONIAL INSURANCE CO.	Ben292867	11/10/2021	COLONIAL INSURANCE CO: PAYI	2,517.09	2,517.09
		Voucher:					
94643	11/10/2021	00002138 FRANCHISE TAX BOARD	Ben292881	11/10/2021	GARNISHMENT - FRANCHISE TA	1,487.91	1,487.91
		Voucher:					
94644	11/10/2021	0009920 OCSE CLEARINGHOUSE SDU	Ben292885	11/10/2021	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:					
94645	11/10/2021	00002421 POLICE MANAGEMENT ASSOCIA	Ben292875	11/10/2021	POLICE MANAGEMENT ASSOC. I	2,125.00	2,125.00
		Voucher:					
94646	11/10/2021	00000335 POLICE OFFICERS ASSOCIATION	Ben292877	11/10/2021	POLICE ASSOCIATION DUES: PA	6,000.00	6,000.00
		Voucher:					
94647	11/10/2021	0011466 PRINCIPAL LIFE INSURANCE CO.	Ben292861	11/10/2021	PRINCIPAL DENTAL PPO (MISC):	29,741.90	29,741.90
		Voucher:					
94648	11/10/2021	0011467 RELIANCE STANDARD	Ben292863	11/10/2021	LONG TERM DISABILITY: PAYME	4,096.58	4,096.58
		Voucher:					
94649	11/10/2021	0011468 SUPERIOR VISION SERVICES, IN	Ben292865	11/10/2021	SUPERIOR VISION MISC.: PAYME	3,829.95	3,829.95
		Voucher:					
94650	11/10/2021	00000334 UNITED WAY OF GREATER LOS #	Ben292871	11/10/2021	UNITED WAY: PAYMENT	34.33	34.33
		Voucher:					

**Sub total for BANK OF THE WEST: 54,756.81**

14 checks in this report.

**Grand Total All Checks: 54,756.81**

WARRANT REGISTER FOR COUNCIL MEETING 11/23/2021

PART III

apChkLst  
11/10/2021 11:02:21AM

Final Check List  
CITY OF SOUTH GATE

Page: 1

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94651	11/10/2021	0011708	CLIENTFIRST TECHNOLOGY	12805	7/31/2021	JULY 2021 IT PROJECT MANAGE	15,487.50	
		Voucher:		12862	8/31/2021	AUG 2021 IT PROJECT MANAGE	13,031.25	
				12946	9/30/2021	SEP 2021 IT PROJECT MANAGE	12,507.50	
							41,026.25	
94652	11/10/2021	0012516	ORTIZ ENTERPRISES, INC	OEI NO. 19	11/2/2021	CONSTRUCTION SERVICES FOF	199,884.78	
		Voucher:					199,884.78	
94653	11/10/2021	00004865	SO CALIF EDISON	10/18/2021	10/18/2021	BILLING PRD OCT/NOV 2021	123,050.12	
		Voucher:					123,050.12	
Sub total for BANK OF THE WEST:							363,961.15	
3 checks in this report.							Grand Total All Checks:	363,961.15

Gray highlights indicate prepaid checks.

**WARRANT REGISTER FOR COUNCIL MEETING 11/23/2021**

**PART IV**

apChkLst  
11/10/2021 12:16:21PM

Final Check List  
CITY OF SOUTH GATE

Page: 6

**Bank : botw BANK OF THE WEST**

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94654	11/23/2021	0012754	AARC CONSULTANTS, LLC	2021-5428	10/27/2021	7/1/-9/25/2021 RISK & RESILIENC	28,291.01	28,291.01
		Voucher:						
94655	11/23/2021	00003502	ABC BATTERY INC.	11344	10/21/2021	UNIT#351 BATTERY	100.23	
		Voucher:		11277	10/18/2021	UNIT#114,128,343,408,359- 12 VC	633.82	734.05
94656	11/23/2021	00004372	AIRGAS USA, LLC	9118343694	10/5/2021	CARBON DIOXIDE FOR POOL AN	74.91	
		Voucher:		9118828368	10/19/2021	CARBON DIOXIDE FOR POOL AN	122.76	
				9111924294	5/4/2021	CARBON DIOXIDE FOR POOL AN	180.63	
				9114243379	6/10/2021	CARBON DIOXIDE FOR POOL AN	81.07	
				9118633808	10/13/2021	CARBON DIOXIDE FOR POOL AN	201.81	661.18
94657	11/23/2021	0007802	AIS SPECIALTY PRODUCTS, INC	PSI407445	7/30/2021	CASES OF ARESOL SPRAYS	1,665.42	
		Voucher:		PSI419338	10/21/2021	SHOP & VEHICLE SANITIZNG SU	976.42	2,641.84
94658	11/23/2021	0011059	ALESHIRE & WYNDER, LLP, SUIT	64610	11/4/2021	THRU 10/31/21 - PERSONNEL-LA	9,779.60	9,779.60
		Voucher:						
94659	11/23/2021	00000185	ALL CITY MANAGEMENT SERVICE	71624	8/24/2021	AUG 8-AUG 21, 2021 SCHOOL CF	10,071.74	
		Voucher:		71907	9/8/2021	AUG 22-SEP 4, 2021 SCHOOL CF	21,727.25	
				71736.121	9/22/2021	SEP 5-SEP 18, 2021 SCHOOL CR	16,449.80	
				72234	10/6/2021	SEP 19-OCT 2, 2021 SCHOOL CR	23,748.53	71,997.32
94660	11/23/2021	00000706	ALTEC INDUSTRIES, INC.	50839404	9/10/2021	ANNUAL SERVICE INSPECTIONS	964.73	964.73
		Voucher:						

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
94661	11/23/2021	00003399 ALVARADOSMITH	361465	10/31/2021	THRU 10/31/21 COSG ADV GABR	2,012.54	
	Voucher:		361470	10/31/2021	THRU 10/31/21 COSG, ET AL. AD'	3,992.95	
			361447	10/31/2021	THRU 10/31/21 COMMUNITY DEV	11,055.00	
			361448	10/31/2021	THRU 10/31/21 COSG REGARDIN	12,155.00	
			261449	10/31/2021	THRU 10/31/21 COSG ADV ROBL	1,107.40	
			361454	10/31/2021	THRU:10/31/21 RE: COSG ADV LL	6,125.00	
			361446	10/31/2021	THRU 10/31/21 EMPLOYMENT M/	495.00	
			361451	10/31/2021	THRU 10/31/21 COSG ADV CARM	575.00	
			361450	10/31/2021	THUR 10/31/2021 RE: COSG ADV	120.00	
			361605	10/31/2021	THRU 10/31/21 COSG, ET AL. AD'	102.00	
			361471	10/31/2021	THRU 10/31/21 COSG, ET AL. AD'	2,202.00	
			361472	10/31/2021	THRU 10/31/21 CODSG ADV GLO	1,975.00	
			361462	10/31/2021	THRU 10/31/21 COSG RE IN NATI	660.00	
			361473	10/31/2021	THRU10/31/21 ATTEND SPECIAL/	2,520.00	
			361458	10/31/2021	THRU 10/31/21 CODSG ADV SILV	2,276.50	
			361459	10/31/2021	THRU 10/31/21 COSG, ET AL. AD'	31.20	
			361461	10/31/2021	THRU 10/31/21 COSG ADV LAYTC	12,624.00	
			361463	10/31/2021	THRU 10/31/21 COSG ADV. SOUT	2,007.50	
			361476	10/31/2021	THRU 10/31/21 TUESDAYS, AGEF	12,525.00	
			361452	10/31/2021	THRU 10/31/21 RE COSG ADV AN	2,599.25	
			361453	10/31/2021	THRU 10/31/21 COSG ADV JAH H	4,934.50	
			361455	10/31/2021	THRU 10/31/21 COSG V LUCILA M	4,852.00	
			361456	10/31/2021	THRU 10/31/21 COSG ADV ANTHI	5,075.00	
			361606	10/31/2021	THRU 10/31/21 COSG ADV ERICH	1,350.00	
			361464	10/31/2021	THRU 10/31/21 COSG ADV NALLI	1,928.90	
			361466	10/31/2021	THRU 10/31/21 COSG ADV MARC	677.00	
			361467	10/31/2021	THRU 10/31/21 COSG ADV DEBR	1,660.34	
			361468	10/31/2021	THRU 10/31/21 COSG ADV MARI/	5,828.40	
			361460	10/31/2021	THRU 10/31/21 COSG ADV AURE	50.00	
			361445	10/31/2021	THRU 10/31/21 GENERAL PROJE	907.50	104,423.98
94662	11/23/2021	00004309 AMERIFLEX	INV458847	11/3/2021	NOV 2021: FSA ADMIN FEE FOR	194.25	194.25
	Voucher:						
94663	11/23/2021	0009798 ANIMAL FRIENDS PET HOTEL	449490	9/27/2021	9/20/21: VETERINARY SERVICES	390.50	
	Voucher:		449537	9/27/2021	9/27/2021: BOARDING SERVICES	313.00	703.50

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
94664	11/23/2021	0007290 APW KNOX-SEEMAN	17010926	10/27/2021	RESTOCK OIL FILTER	57.02	
	Voucher:		17017068	10/28/2021	UNIT#805,626,359 CYLINDER, FL	149.68	
			17010923	10/26/2021	UNIT# 122 RADIATOR CAPS	45.79	
			17027430	11/1/2021	AUTOMOTIVE V-BELT	23.16	
			17027433	11/1/2021	AUTOMOTIVE XL VBELT	17.79	
			16970329	10/14/2021	UNIT#186 COOLING SYSTEM	36.37	
			16971024	10/14/2021	UNIT#625 RADIATOR CAPS	4.56	334.37
94665	11/23/2021	00003529 AT&T	960-449-6558-11/2	11/1/2021	BILLING PRD- NOV 2021	234.98	234.98
	Voucher:						
94666	11/23/2021	00005075 AT&T	16902916	8/13/2021	BP -7/13/21-08/12/21-BAN: 93910	1,465.62	1,465.62
	Voucher:						
94667	11/23/2021	00000201 ATLANTIC LOCK & KEY	00397	10/19/2021	LOCK AND KEYS FOR WATER FA	1,038.44	
	Voucher:		00401	10/19/2021	LOCK AND KEYS FOR WATER FA	110.00	
			00395	10/19/2021	LOCK AND KEYS FOR WATER FA	380.00	
			00396	10/19/2021	LOCK AND KEYS FOR WATER FA	1,038.44	2,566.88
94668	11/23/2021	0010585 AUTOZONE STORES, INC.	5488540631	10/14/2021	UNIT#210 SERPENTINE BELT	39.36	
	Voucher:		5488544645	10/18/2021	UNIT # 363 BATTERY	6.47	
			5488547183	10/20/2021	UNIT# 479 STARTER	142.87	
			5488554007	10/26/2021	SUPPLIES	11.33	
			5488544991	10/18/2021	UNIT#210 CAP & ROTOR KIT	24.08	
			5488544800	10/18/2021	UNIT# 210 OXYGEN SENSOR	44.51	
			5488554516	10/27/2021	UNIT#167,203 AIR FILTER	23.55	
			5488553733	10/26/2021	UNIT# 122,151,162 MOTOR OIL	105.58	397.75
94669	11/23/2021	0011336 AVANT-GARDE INC.	7267	10/28/2021	SEP 2021: 2ND YEAR OF CONTR	24,097.50	24,097.50
	Voucher:						
94670	11/23/2021	0013268 BARBER, BILL	Ref000292497	10/21/2021	UB REFUND CST #00056502 105	134.50	134.50
	Voucher:						
94671	11/23/2021	0011669 BDO USA LLP	1575157	7/29/2021	JULY 2021 BDO USA, LLP- GENE	610.00	
	Voucher:		1607891	8/30/2021	SEP 2021 BDO USA, LLP- GENE	2,480.00	
			1590993	8/30/2021	AUG 2021 BDO USA, LLP- GENE	2,602.00	5,692.00
94672	11/23/2021	0008396 BLUE DIAMOND MATERIALS	2474769	10/18/2021	COLD MIX	287.86	287.86
	Voucher:						
94673	11/23/2021	00002469 BOB BARKER COMPANY	INV1680501	10/12/2021	JAIL SUPPLIES-PILLOW PAWS FC	630.64	630.64
	Voucher:						

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
94674	11/23/2021	0013275	BURGER KING	Ref000292560	10/28/2021	UB REFUND CST #00062914 4040	153.03	153.03
		Voucher:						
94675	11/23/2021	0011469	CALIFORNIA DENTAL NETWORK, NOV 2021		10/20/2021	NOV 2021 ADJ FOR MISC & SWO	120.34	120.34
		Voucher:						
94676	11/23/2021	00004433	CARPENTER, ROTHANS & DUMO39355		10/20/2021	10/20/21 RE:MENDOZA, ROSEMA	6,781.87	
		Voucher:	39356		10/15/2021	9/30/21 RE: POTENTIAL CLAIM F	1,925.00	8,706.87
94677	11/23/2021	0006239	CENTRAL FORD	369601	11/9/2021	HEATER HOSE ASSEMBLY	92.92	
		Voucher:	380506			CREDIT FOR RETURNED PART, I	-311.10	
			379777		10/13/2021	UNIT#197 BODY PART LEFT FEN	166.11	
			379831		10/13/2021	UNIT #179 WEATHER SEAL	38.00	
			379848		10/14/2021	UNIT#290 GAS CAP	16.36	
			380121		10/20/2021	UNIT# 359 STRIKE SPECIAL ORC	67.80	
			380135		10/20/2021	UNIT# 198 BLOWER MOTOR	34.00	
			380349		10/25/2021	UNIT#162 FUEL PUMP	311.10	
			380404		10/26/2021	UNIT# 162 FUEL PUMP RELAY M	101.72	
			380362		10/25/2021	UNIT#178 DRIVE AXLE	202.79	
			380363		10/25/2021	UNIT#178 WINDSHIELD WIPER B	70.90	
			380421		10/26/2021	UNIT #157 BRAKE PAD BRAKE C.	509.33	
			380423		10/26/2021	UNIT#157 BRAKE ROTORS	279.02	1,578.95
94678	11/23/2021	0005839	CHAMPION CHRYSLER JEEP DOI644126		10/14/2021	UNIT#140 FUEL PUMP	478.50	478.50
		Voucher:						
94679	11/23/2021	0013280	CHRIS, JEFFERS	JEFFERS SEP 22	11/9/2021	SEP 22-24, 2021 ATTENDED LEA	542.84	542.84
		Voucher:						
94680	11/23/2021	00001045	COMPETITIVE AQUATIC SUPPLY 222036		11/1/2021	POOL STAFF UNIFORMS	676.18	676.18
		Voucher:						
94681	11/23/2021	0011922	CONCENTRA MEDICAL CENTER\$73155979		10/22/2021	MEDICAL SERVICES FOR NEW E	342.00	
		Voucher:	73078885		10/20/2021	DUI BLOOD DRAW (1) 10/16/2021	156.00	
			73155953		10/27/2021	DUI BLOOD DRAW (2) 10/24/2021	322.00	
			73002175		10/13/2021	10/8/21-10/12/21: DUI BLOOD DR	135.00	955.00
94682	11/23/2021	00005110	COUNTY OF L.A. DEPT OF PW	RE-PW-21101202	10/12/2021	THRU SEP 2021: TS MAINT DDG	663.31	663.31
		Voucher:						
94683	11/23/2021	00001423	DAILY JOURNAL CORPORATION	B3523033	10/28/2021	ORDANCE PUBLICATION: ORDAI	110.00	
		Voucher:	B3524528		10/28/2021	NOTICE OF HEARING: PH WASTI	155.00	
			B3521665		10/21/2021	NOTICE OF HEARING: ADMINIST	315.00	580.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
94684	11/23/2021	00000314	DAPEER ROSENBLIT & LITVAK LL19392	9/30/2021	SEP 2021 - (ANINAL CONTROL/F	437.50	437.50
		Voucher:					
94685	11/23/2021	00003777	DON MILLER & SONS PLUMBING 351040	10/19/2021	REPAIR MAIN DOMESTIC HOT W	258.33	
		Voucher:	351128	10/21/2021	REPAIR MAIN DOMESTIC HOT W	111.62	369.95
94686	11/23/2021	00001782	EBERHARD EQUIPMENT	94979	10/21/2021	KABOTA EQUIPMENT REPAIR AN	1,318.64
		Voucher:					1,318.64
94687	11/23/2021	00004746	ELECSYS CORPORATION	SIP-E1446761	10/28/2021	OCT 2021: MCON MONTHLY MAIL	350.00
		Voucher:					350.00
94688	11/23/2021	00004013	ELITE OPTICAL CO.	1620878	11/1/2021	SAFETY GLASSES FOR OSCAR I	179.49
		Voucher:					179.49
94689	11/23/2021	0010017	ENTERPRISE FM TRUST	FBN4339652	11/4/2021	NOV 2021 PD LEASED VEHICLE-	1,005.22
		Voucher:	FBN4339697	11/4/2021	NOV 2021 PD- LEASED VEHICLE	1,488.03	
			FBN4327511	11/4/2021	NOV 2021 PD LEASED VEHICLE-	1,630.31	4,123.56
94690	11/23/2021	00000619	FALCON FUELS, INC.	40353	10/13/2021	REGULAR UNLEADED FUEL & S/	33,156.18
		Voucher:	40679	10/20/2021	ULTRA LOW SULFUR DIESEL & SA	4,442.04	37,598.22
94691	11/23/2021	00002026	FEDERAL EXPRESS CORPORATI	7-548-68864	10/29/2021	FED EX 2DAY AM	23.02
		Voucher:	7-541-18141	10/22/2021	FEDEX STANDARD OVERNIGHT	28.42	51.44
94692	11/23/2021	0005869	FERGUSON WATERWORKS	0769071-1	11/2/2021	INVENTORY PO/ WATER PARTS	510.26
		Voucher:					510.26
94693	11/23/2021	0006262	FIRESTONE HAND WASH	2021006	3/1/2021	VEHICLE DETAIL #726- N. CARDE	200.00
		Voucher:					200.00
94694	11/23/2021	0013233	FIRST AMERICAN TITLE INSURAM	1602-1602112000	10/5/2021	MISCELLANEOUS CHARGE DEEI	75.00
		Voucher:					75.00
94695	11/23/2021	00003770	FLEMING ENVIRONMENTAL INC.	17893	10/7/2021	SERVICE CALL -PARK RES. CER	3,227.33
		Voucher:					3,227.33
94696	11/23/2021	0012760	FOOTHILL COMMUNICATIONS, IN	INV5529	11/1/2021	LABOR TO DIAGNOSE UNIT 155 I	275.00
		Voucher:					275.00
94697	11/23/2021	0006890	GARVEY EQUIPMENT COMPANY	141633	10/21/2021	EQUIPMENT PARTS	156.91
		Voucher:					156.91
94698	11/23/2021	00004934	GAS COMPANY	083 407 6536 4 10	10/25/2021	BILLING PRD- 09/20/21 -10/21/21	21.77
		Voucher:					21.77
94699	11/23/2021	0013269	GOLDSTAR ENTERPRISES, INC.	Ref000292498	10/21/2021	UB REFUND CST #00064233 932I	143.28
		Voucher:					143.28

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94700	11/23/2021	00002890	GRAINGER	9079213139	10/7/2021	STREET DIV. SALT LAKE TRANSI	180.78
	Voucher:			9078836252	10/7/2021	POOL AND SPA MECHANICAL RC	94.33
				9091779240	10/19/2021	WORK ORDER #819773 PD EXH/	92.08
					10/30/2021	OCT 2021 JAIL CLEANING OF BL	954.60
94701	11/23/2021	0013098	GREEN'S DRY CLEANING & LAUN531445				367.19
	Voucher:						954.60
94702	11/23/2021	0011526	HASA, INC.	785550	10/28/2021	MULTI-CHLOR	303.90
	Voucher:			783992	10/14/2021	MULTI-CHLOR	786.87
				783801	10/7/2021	MULTI-CHLOR	320.33
				783993	10/14/2021	MULTI CHLOR	328.55
				783995	10/14/2021	MULTI-CHLOR	783.58
				784388	10/21/2021	MULTI-CHLOR	410.68
				784389	10/21/2021	MULTI-CHLOR	1,741.29
				783948	10/13/2021	MULTI-CHLOR	197.13
				783803	10/7/2021	MULTI-CHLOR	231.62
				784390	10/21/2021	MULTI-CHLOR	1,182.76
				783947	10/13/2021	MULTI-CHLOR	82.14
				784393	10/21/2021	MULTI-CHLOR	213.55
				783950	10/13/2021	MULTI-CHLOR	361.40
				783804	10/7/2021	MULTI-CHLOR	665.30
				783802	10/7/2021	MULTI-CHLOR	292.41
				785549	10/28/2021	MULTI-CHLOR	164.27
							8,065.78



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
94703	11/23/2021	00000268	HOME DEPOT CREDIT SERVICES	8360616	10/21/2021	GROUNDS MAINT. SUPPLIES	438.85
	Voucher:		7370137	10/12/2021	GROUNDS - SUPPLIES	94.20	
			3342384	10/26/2021	HOLLYDALE PROJECT SUPPLIES	238.95	
			1353698	10/28/2021	GROUNDS MAINT. SUPPLIES	24.41	
			8370220	10/21/2021	GROUNDS MAINT. SUPPLIES	72.40	
			7353576	10/12/2021	DOOR MATERIAL WESTERN EXT	90.57	
			1353624	10/18/2021	WORK ORDER 819512 LEAK IN V	15.95	
			1360599	10/18/2021	PAINTED WALL ON THE CORNER	196.66	
			1370193	10/18/2021	WORK ORDER 819837 CITY HALL	37.77	
			0370200	10/19/2021	WORK ORDER #819833 SG PARK	27.96	
			1360601	10/18/2021	WORK ORDER 818971 TO PAINT	851.33	
			9360613	10/20/2021	WORK ORDER 818971 PAINT SU	234.98	
			2370286	10/27/2021	GROUNDS DIV. - SUPPLIES	119.42	
			4353680	10/25/2021	WORK ORDER 818971 PAINT FO	45.58	
			3360628	10/26/2021	WORK ORDER #819941 SUPPLIE	387.78	
			1353623	10/18/2021	FERTILIZER SPIKES FOR FIRES	36.23	
			0370197	10/19/2021	STENCIL LETTERS FOR WO #819	14.85	
			8360620	10/21/2021	10/21/2021 WHEEL BARROW FOR CCONCRI	81.40	
			8370224	10/21/2021	PURCHASE RED AND BLACK SP	32.45	
			3370280	10/26/2021	EQUIPMENT FOR SIGN REMOVA	51.46	
			0040692	10/19/2021	WORK ORDER 819727 DEDICAT	192.26	
			0353627	10/19/2021	REPAIR MEN'S RESTROOM PAR	102.42	
			8353630	10/21/2021	WORK ORDER #819562 FABRICA	134.92	3,522.80
94704	11/23/2021	0006153	HUMAN SERVICES ASSOCIATION	SEP 2021	10/12/2021	SEP 2021: OPERATE A NUTRITIO	1,250.00
	Voucher:		JUL 2021	8/10/2021	JUL 2021: OPERATE A NUTRITIO	1,250.00	
			AUG 2021	9/10/2021	AUG 2021: OPERATE A NUTRITIC	1,250.00	3,750.00
94705	11/23/2021	0008392	IMMIX TECHNOLOGY, INC	157682	10/21/2021	10/13/2021 TO 09/30/2022 TELES	5,492.80
	Voucher:						5,492.80
94706	11/23/2021	00001866	INTOXIMETERS	692299A	10/22/2021	SOTOXA HANDHELD ANALYZER	4,408.85
	Voucher:						4,408.85
94707	11/23/2021	0013276	ISKNDAFI, MICHEL & ASAAD	Ref000292561	10/28/2021	UB REFUND CST #00063854 150:	162.79
	Voucher:						162.79
94708	11/23/2021	00003065	J.G. TUCKER & SON INC.	16416	9/22/2021	INVENTORY PO/ MARKETING PA	1,171.02
	Voucher:						1,171.02

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94709	11/23/2021	00000209	JHM SUPPLY , INC.	71705/3	10/21/2021	EQUIPMENT PARTS	166.95	166.95
		Voucher:						
94710	11/23/2021	0005586	JOE A. GONSALVES & SONS	159391	10/14/2021	NOV 2021 SERVICES STATE LOB	2,500.00	2,500.00
		Voucher:						
94711	11/23/2021	0011585	JOHNSON CONTROLS FIRE	22560783	10/12/2021	JOHNSON CONTROLS FIRE: FIR	307.00	
		Voucher:		22560759	10/12/2021	JOHNSON CONTROLS FIRE: FIR	212.00	
				22560765	10/12/2021	JOHNSON CONTROLS FIRE: FIR	297.33	
				22560786	10/12/2021	JOHNSON CONTROLS FIRE: FIR	211.75	
				22560789	10/12/2021	JOHNSON CONTROLS FIRE: FIR	307.00	
				22560782	10/12/2021	JOHNSON CONTROLS FIRE: FIR	296.67	1,631.75
94712	11/23/2021	0012510	KILEY & ASSOCIATES, LLC	SG 211101	11/1/2021	OCT 2021 FEDERAL LEGISLATI	3,333.33	3,333.33
		Voucher:						
94713	11/23/2021	0013138	KIMBALL MIDWEST	9342217	10/29/2021	DRILL BIT	208.37	208.37
		Voucher:						
94714	11/23/2021	00003387	KNORR SYSTEMS, INC.	PWSVI-6878	10/29/2021	LABOR: REPAIR POOL FILTER S)	870.00	
		Voucher:		SI234138	10/18/2021	TEST KIT FOR POOL STAFF	603.81	
				SI234167	10/19/2021	POOL PARTS	45.05	
				SI234304	10/22/2021	PULSAR BRIQUETTES & TEST C	1,708.75	
				PWSVI-6877	10/29/2021	LABOR: REPAIR POOL FILTER S)	555.00	
				PWSVI-6889	10/29/2021	LABOR: REPAIR POOL FILTER C)	664.00	
				PWSVI-6904	10/29/2021	POOL FILTRATION SYSTEM REP,	7,350.68	11,797.29
94715	11/23/2021	0006905	LA COUNTY SHERIFF'S DEPARTM	220576SG	10/14/2021	SEP 2021 FOOD FOR THE JAIL	618.45	618.45
		Voucher:						
94716	11/23/2021	0012590	LA TRUCK & AUTO INC, NAPA AU	5156-210374	10/27/2021	UNIT# 198,185,195 ENGINE DEGI	140.93	
		Voucher:		5156-207881	10/4/2021	UNIT#664 ALTERNATOR	47.14	
				5156-210281	10/26/2021	UNIT# 461 OIL FILTER	70.77	
				5156-209733	10/21/2021	UNIT# 462 HYDRAULIC OIL FILTE	16.12	
				5156-208963	10/14/2021	SHOP STOCK SUPPLIES	265.47	
				5156-209678	10/20/2021	UNIT#462 FUEL CAP AND FILTE	56.46	
				5156-210343	10/26/2021	UNIT#461 V-BELT	35.59	632.48
94717	11/23/2021	00004384	LIEN ON ME, INC.	10332852	11/2/2021	MEDICAL REVIEW FOR T. ESPAR	264.36	264.36
		Voucher:						

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94718	11/23/2021	00003773	LINCOLN AQUATICS	35977881	10/13/2021	VINYL REPAIR KIT	13.51
	Voucher:			29891467	10/13/2021	STAFF UNIFORM SUPPLIES	413.50
				29889266	10/12/2021	AQUATIC SUPPLIES	505.89
				29889896	10/12/2021	AQUATIC SUPPLIES	160.86
							1,093.76
94719	11/23/2021	00003793	LONG BEACH BMW MOTORCYCL41469		9/14/2021	1-TIRE CAMPAIGN CODE	699.19
	Voucher:						699.19
94720	11/23/2021	0010477	MACS 14	21047	10/26/2021	UNIT# 162 SMOG CHECK	35.00
	Voucher:			21106	10/20/2021	UNIT#666 SMOG CHECK	70.00
				21104	10/21/2021	UNIT# 660 SMOG CHECK	60.00
				21032	10/19/2021	UNIT# 296 SMOG CHECK	60.00
				21040	10/19/2021	UNIT# 210 SMOG CHECK	60.00
				22944	10/19/2021	UNIT 115 SMOG CHECK	35.00
				21105	10/2/2021	UNIT# 647 SMOG CHECK	60.00
				21113	10/27/2021	UNIT#164 SMOG SHOP	35.00
				21119	10/28/2021	UNIT# 160 SMOG CHECK	35.00
							450.00
94721	11/23/2021	0013277	MANAGEMENT, WRI PROPERTY	Ref000292562	10/28/2021	UB REFUND CST #00062862 106	204.28
	Voucher:						204.28
94722	11/23/2021	0013266	MARTINEZ, JUAN	Ref000292495	10/21/2021	UB REFUND CST #00063646 482	10.99
	Voucher:						10.99
94723	11/23/2021	0013270	MARTINEZ, JUAN	Ref000292499	10/21/2021	UB REFUND CST #00064103 482	160.90
	Voucher:						160.90
94724	11/23/2021	00004060	MCMASTER-CARR SUPPLY CO	66800363	10/18/2021	PIPE FITTING FOR WATER REPA	35.48
	Voucher:			66899979	10/19/2021	CITYWIDE FIRE SUPPRESSION SI	177.22
				66951613	10/20/2021	CITYWIDE EYEWASH STATION S	192.37
							405.07
94725	11/23/2021	0011575	MERCHANTS BUILDING	644557	9/30/2021	SEP 2021 MBM- ONE YEAR EXTE	19,257.44
	Voucher:			644558	9/30/2021	SEP 2021 MBM- ONE YEAR EXTE	6,888.00
							26,145.44
94726	11/23/2021	00000447	MISC - BLDG PERMITS	20-1277	10/27/2021	DEPOSIT REFUND PERMIT #20-1	3,031.74
	Voucher:						3,031.74
94727	11/23/2021	00000170	MISC - PKS & REC REFUND	241464	10/30/2021	REFUND OF DEPOSIT (AFTER E	430.00
	Voucher:						430.00
94728	11/23/2021	00000170	MISC - PKS & REC REFUND	249854	10/26/2021	REFUND OF DEPOSIT (AFTER E	277.00
	Voucher:						277.00
94729	11/23/2021	00000170	MISC - PKS & REC REFUND	246970	10/26/2021	REFUND OF DEPOSIT (AFTER E	277.00
	Voucher:						277.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
94730	11/23/2021	00000170	MISC - PKS & REC REFUND	241476	10/23/2021	REFUND OF DEPOSIT (AFTER E	277.00	277.00
		Voucher:						
94731	11/23/2021	0011315	NAGASAKI & ASSOCIATES	21-1447	10/27/2021	APPRAISAL SERVICES FOR 7916	5,500.00	5,500.00
		Voucher:						
94732	11/23/2021	0009267	NATIONAL AUTO FLEET GROUP	PC96626	10/25/2021	PD-AUTO FLEET - TWO FORD E	37,903.88	
		Voucher:		PC96623	10/25/2021	PD-AUTO FLEET - TWO FORD E	37,903.88	75,807.76
94733	11/23/2021	00004969	NATIONAL READY MIXED CONCR	795749	10/1/2021	TWEEDY AND DEEBLE SAND SL	509.37	
		Voucher:		796446	10/7/2021	READY MIXED CONCRETE 3336	766.95	1,276.32
94734	11/23/2021	0009990	NATURE'S SELECT PET FOOD	4419	9/27/2021	DOG FOOD VEGA/MAILLO (09/24/	108.60	
		Voucher:		4434	10/4/2021	DOG FOOD MENDEZ/OTIS (09/29	108.10	216.70
94735	11/23/2021	0011725	NEXTECH SYSTEMS, INC.	INV936	10/12/2021	NEXTECH SYSTEMS INC- GE SIC	5,433.12	5,433.12
		Voucher:						
94736	11/23/2021	00003591	NORTH STAR GRAPHICS	1915	10/12/2021	SOUTH GATE POLICE GRAPHIC	583.00	583.00
		Voucher:						
94737	11/23/2021	0009134	NORTHGATE MARKET	89631	9/2/2021	8/23/21-8/26/21: CDBG FOOD INS	10,399.15	
		Voucher:		89818	9/20/2021	9/7/21-9/10/21: CDBG FOOD INSE	11,416.99	
				90477	10/24/2021	10/11/21-10/14/21: CDBG FOOD II	12,835.33	
				90548	11/3/2021	10/18/21-10/21/21: CDBG FOOD II	12,705.37	
				89819	9/20/2021	9/13/21-9/16/21: CDBG FOOD INS	10,719.81	58,076.65
94738	11/23/2021	0012202	NUMA NETWORKS	30733	10/1/2021	10/1/21-10/31/21 YEAR2 - OFFSIT	2,000.00	2,000.00
		Voucher:						
94739	11/23/2021	0013096	OFFICE TEAM	58704598	10/26/2021	W/E 10/22/21: TEMPORARY STAF	1,494.31	
		Voucher:		58727731	11/1/2021	W/E 10/29/2021 TEMPORARY ST/	1,228.20	2,722.51
94740	11/23/2021	0007984	O'REILLY AUTO PARTS	3063-432573	10/27/2021	UNIT#151 ENGINE MOUNT	54.74	
		Voucher:		3063-431396	10/19/2021	AUTO PARTS SUPPLIES ONLY. N	16.53	
				3063-430456	10/13/2021	UNIT#625 COOLANT TO GENER/	211.55	
				3063-431230	10/18/2021	UNIT#210 SPARK PLUG AND IGN	69.25	
				3063-431501	10/20/2021	UNIT #ST203 IGNITION SWITCH	26.45	
				3063-432391	10/26/2021	UNIT#162 NON FOULER	6.91	
				3063-431511	10/20/2021	UNIT# 293,479 BATTERY AND CC	394.47	779.90
94741	11/23/2021	0012757	PACIFIC HYDROTECH CORPORA	11	9/30/2021	SEP 21CONSTRUCTION WATER	339,449.25	339,449.25
		Voucher:						
94742	11/23/2021	00001346	PD: CSULB RESEARCH FOUNDA	1-3133	9/24/2021	OCT 14 2021 TRAINING MENTAL	364.00	364.00
		Voucher:						

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94743	11/23/2021	0008649	PD: LOPEZ, MARA	1-3132	11/2/2021	OCT 25-27 2021 TRAINING CALIF	259.64	259.64
		Voucher:						
94744	11/23/2021	00001477	PD: RIVERSIDE COUNTY SHERIFBTCC0039332		9/1/2021	11/02/21-11/03/21 TRAINING TACT	484.00	484.00
		Voucher:						
94745	11/23/2021	0006517	PD: STEVEN CHAUNCEY	1-3131	11/2/2021	NOV 2-5, 2021 TRAINING RADAR	140.00	140.00
		Voucher:						
94746	11/23/2021	00000567	PD: URTEZ, YOLANDA	1-3132	11/2/2021	OCT 25-27 2021 TRAINING CALIF	259.64	259.64
		Voucher:						
94747	11/23/2021	0012846	PECKHAM & MCKENNEY, INC.	#3 CITY MANAGE	10/27/2021	1/3 CITY MANAGER EXECUTIVE	8,666.66	
		Voucher:		4-CITY MANAGEF	7/20/2021	CITY MANAGER EXECUTIVE SE/	2,500.00	11,166.66
94748	11/23/2021	00002335	PITNEY BOWES	NOV 2021	11/9/2021	NOV 2021: RESERVE ACCOUNT	2,020.00	2,020.00
		Voucher:						
94749	11/23/2021	00001921	PK: ALCANTARA, RAUL	RAFALL1021	10/27/2021	SEP 2021-DEC 2021: PIANO 2021	667.71	667.71
		Voucher:						
94750	11/23/2021	0008741	PK: HINDU, CLAUDIA	CHFALL1021	10/27/2021	SEP 2021-DEC 2021: ART CLASS	610.01	610.01
		Voucher:						
94751	11/23/2021	0009212	PK: RAMOS, GUNTHER H. ALCERGA	FALL1021	10/27/2021	SEP 2021-DEC 2021: DOG OBEDI	403.60	403.60
		Voucher:						
94752	11/23/2021	0008578	POINT EMBLEMS	12178	10/13/2021	CHALLENGE COINS	4,336.16	4,336.16
		Voucher:						
94753	11/23/2021	0005405	POLLARDWATER.COM	0201892	11/3/2021	BASS HYDRANT ADPT	1,173.60	1,173.60
		Voucher:						
94754	11/23/2021	0013267	PORTILLO, MARIO E	Ref000292496	10/21/2021	UB REFUND CST #00039204 102:	40.00	40.00
		Voucher:						
94755	11/23/2021	0011466	PRINCIPAL LIFE INSURANCE CO.	NOV 2021	10/28/2021	NOV 2021-ADJ FOR ACTIVE SWC	5,764.47	5,764.47
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
94756	11/23/2021	0005368	PRINTCO DIRECT	83861	8/25/2021	BUSINESS CARDS -R. CANCIO P	33.08
	Voucher:			83863	8/10/2021	BUSINESS CARDS -S. PALOS PC	33.08
				83985	9/23/2021	BUSINESS CARDS - E. ALVARAD	33.08
				84016	9/27/2021	BUSINESS CARDS -G. VARELA F	33.08
				83862	8/10/2021	BUSINESS CARDS - A. KRISMAN	33.08
				83983	9/23/2021	BUSINESS CARDS - K. SCHWAR	33.08
				83984	9/23/2021	BUSINESS CARDS - R. ROSE PO	33.08
				84075	10/15/2021	BUSINESS CARDS & LETTERHE/	33.08
				84076	10/15/2021	BUSINESS CARDS - A. HERNANI	33.08
				84074	10/13/2021	BUSINESS CARDS - G. PRADO P	33.08
				84077	10/15/2021	BUSINESS CARDS - D.ARAKAWA	352.80
							683.60
94757	11/23/2021	0006933	PSYCHOLOGICAL CONSULTING /525364	8/31/2021	8/25/21: LG999 30 MINUTE INDIV/	172.50	172.50
	Voucher:						
94758	11/23/2021	0011254	PULSIAM	7561	10/25/2021	UPGRADE OF SAFETYNET MOBI	7,500.00
	Voucher:						7,500.00
94759	11/23/2021	0005572	QUINN POWER SYSTEMS	CW38041	10/18/2021	REPAIR LEAK - STANDBY GENE/	8,186.10
	Voucher:			WO37010402	10/18/2021	REPAIR LEAK - STANDBY GENE/	11,539.31
							19,725.41
94760	11/23/2021	00000416	RAPID-O-PRINT	23626	8/17/2021	WATER BILL INSERT - CONSERV.	986.74
	Voucher:						986.74
94761	11/23/2021	00004773	RET: ALMANZA, JOSEPH A	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00
	Voucher:						250.00
94762	11/23/2021	0009815	RET: AMEY, ISAAC D	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00
	Voucher:						150.00
94763	11/23/2021	0008275	RET: AROCHA, FRANCIS X.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35
	Voucher:						1,242.35
94764	11/23/2021	00001840	RET: BLASKA, WILLIAM MIKE	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00
	Voucher:						250.00
94765	11/23/2021	00004776	RET: CARTER, LLOYD B	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00
	Voucher:						250.00
94766	11/23/2021	00000495	RET: CHAVEZ, ANTHONY A	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00
	Voucher:						150.00
94767	11/23/2021	0006505	RET: CORBET, RONALD	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35
	Voucher:						1,242.35
94768	11/23/2021	00004777	RET: DAY, ROBERT A	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00
	Voucher:						250.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
94769	11/23/2021	0008746	RET: DELEON, RUBEN	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94770	11/23/2021	0011326	RET: GALVAN, RAY A.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94771	11/23/2021	0013282	RET: GARCIA, VIVIAN M.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94772	11/23/2021	0006508	RET: GOMEZ, JOSEPH C.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94773	11/23/2021	0006509	RET: HAMMOND, DONNA	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94774	11/23/2021	0010881	RET: KOOPMANS, WILLIAM O.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94775	11/23/2021	0010410	RET: LEO, FRANK	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94776	11/23/2021	00003833	RET: MOOMEY, STEVEN	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	518.00	518.00
		Voucher:						
94777	11/23/2021	00003798	RET: RANGEL, ARMANDO	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94778	11/23/2021	00000458	RET: SEWELL, ELAINE	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94779	11/23/2021	00000459	RET: SEWELL, KENNETH R	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
		Voucher:						
94780	11/23/2021	0013273	RET:SEKIYA, JONATHAN M	AUG, SEPT, OCT	11/9/2021	AUG, SEPT & OCT 2021- RETIRE	3,727.05	
		Voucher:		NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	1,242.35	4,969.40
94781	11/23/2021	0012665	RS SCREEN PRINTING & EMBRO	30-LIFEJACKETS	10/14/2021	POOL STAFF UNIFORMS	639.01	639.01
		Voucher:						
94782	11/23/2021	00004821	S & J SUPPLY COMPANY, INC.	S100182044.001	10/13/2021	WATER DIVISION SUPPLIES: GA:	1,441.44	1,441.44
		Voucher:						
94783	11/23/2021	0008369	SAFETY-KLEEN SYSTEM, INC	87105755	9/23/2021	GASTEC SAMPLE TUBE, 30G PAI	245.55	245.55
		Voucher:						
94784	11/23/2021	0010999	SAFNA ENGINEERING	10277	10/6/2021	SEP 2021 SAFNA AMEND NO. 5 -	21,420.00	21,420.00
		Voucher:						
94785	11/23/2021	00000322	SAM'S CLUB	007762	10/26/2021	SPECIAL EVENTS - HALLOWEEN	2,399.74	
		Voucher:		006036	10/27/2021	SPECIAL EVENTS - HALLOWEEN	1,981.76	
				002972	10/28/2021	SPECIAL EVENTS - HALLOWEEN	1,658.20	6,039.70

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94786	11/23/2021	00004834	SECURITY SIGNAL DEVICES SYSS-01058376	10/29/2021	CITY HALL MODIFY PANEL PROC	139.00	
	Voucher:		S-01057046	10/14/2021	10/13/21: MODIFY PANEL PROGR	69.50	
			S-01056575	10/7/2021	10/6/21: MODIFY PANEL PROGR/	139.00	
			S-01057106	10/14/2021	10/13/21: REPAIR AND MAINTEN/	69.50	
			S-01058387	10/29/2021	GIRLS CLUBHOUSE MODIFY PAN	139.00	
			S-01057237	10/15/2021	SERVICE CALL FOR JAIL DOOR I	139.00	695.00
94787	11/23/2021	00004857	SMITH FASTENER COMPANY 0034757	8/23/2021	HARDWARE SUPPLIES	77.53	
	Voucher:		0035770	10/26/2021	SCREWS, DRYWALL, MACHINE S	19.05	
			0035748	10/26/2021	STANDARD WELDED STEEL PIP	374.52	
			0035754	10/26/2021	SOCKET CAPS COURSE ALLOY	9.67	480.77
94788	11/23/2021	0012098	SO CAL COMPTON PIPE SUPPLY 2505	10/6/2021	BRASS SADDLE AND CORP FOR	243.06	
	Voucher:		2560	11/20/2021	BOLT KIT FOR WATER SUPPLIES	44.10	
			2559	10/21/2021	BRASS MATERIAL FOR WATER R	255.01	
			2506	10/6/2021	SAWS FOR WATER DIVISION	625.14	
			2532	10/13/2021	CLAMP FOR WATER REPAIRS	239.20	
			2530	10/13/2021	BOLT KIT FOR WATER REPAIRS	44.10	
			2584	10/28/2021	BRASS SADDLE AND CORP FOR	243.05	1,693.66
94789	11/23/2021	00004884	SOUTH COAST A.Q.M.D. 3894070	10/1/2021	FLAT FEE FOR LAST FISCAL YEA	142.59	
	Voucher:		3890670	10/1/2021	ICE (>500 HP) EM ELEC GEN-DIE	570.26	
			3892829	10/1/2021	FLAT FEE FOR LAST FISCAL YEA	142.59	
			3890941	10/1/2021	ICE (>500 HP) EM ELEC GEN-DIE	440.15	1,295.59
94790	11/23/2021	0012980	SPECTRUM 116996701102121	10/21/2021	10/21/21-11/20/21 FIBER AC FOR	1,699.00	1,699.00
	Voucher:						
94791	11/23/2021	00004897	ST FRANCIS MED CT 10332852	11/2/2021	T.ESPARZA CLAIM 090321ET	712.03	712.03
	Voucher:						
94792	11/23/2021	0013072	STATEWIDE SAFETY SYSTEM 40010906	10/20/2021	SURFACE MOUNTS	245.69	
	Voucher:		40010969	10/29/2021	158 SIDE MOUNT BRACKET UNIT	1,956.21	2,201.90
94793	11/23/2021	00004908	STATUS ONE MEDICAL INC 62563	7/19/2021	FAC. MAINT. & ELECTRICAL DIVI	2,048.33	
	Voucher:		63103	10/23/2021	FIRST AID KIT SUPPLIES	245.64	
			62562	7/19/2021	STREET DIV- REPLACEMENT OF	1,550.17	3,844.14
94794	11/23/2021	0005394	STEVE SWAIN INVESTIGATOR 1409	10/11/2021	BACKGROUND INVESTIGATION I	1,500.00	1,500.00
	Voucher:						
94795	11/23/2021	0008773	STOTZ EQUIPMENT P45317	10/21/2021	EQUIPMENT REPLACEMENT PAI	1,110.65	1,110.65
	Voucher:						



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94796	11/23/2021	00002639	STRADLING YOCCA CARLSON & 380518-0026	10/17/2021	9/30/2021 LONG BEACH BLVD HA	913.00	
	Voucher:		380519-0028	10/17/2021	9/30/2021-DEVELOPMENT OF 58:	207.50	1,120.50
94797	11/23/2021	0012517	T.Y. LIN INTERNATIONAL 102106216	6/18/2021	MAY 2021 CONSTRUCTION MAN.	41,053.74	41,053.74
	Voucher:						
94798	11/23/2021	0009039	TETRA TECH 51802870	10/13/2021	THRU 10/1/21: REMEDIATION AC	23,817.95	
	Voucher:		51783724	9/10/2021	THRU 8/27/21: REMEDIATION AC	19,540.74	
			51791702	9/28/2021	PROFESSIONAL ENGINEERING :	4,675.00	48,033.69
94799	11/23/2021	0013263	THE FRIDGE DOCTOR LLC 1145	10/21/2021	REPLACE CONDENSER FAN MO	195.00	195.00
	Voucher:						
94800	11/23/2021	0012518	THE HITT COMPANIES OE-100927	11/2/2021	(2)2 1/2 X 10 WALNUT WITH WHI	34.15	34.15
	Voucher:						
94801	11/23/2021	0008153	TIME WARNER CABLE- 0008335100121	10/1/2021	OCT 2021: ACCT# 8448 30 017 00	161.26	
	Voucher:		0507757101521	10/15/2021	10/15/21-11/14/21: FOR CITY YAR	25.39	
			0439993102021	10/20/2021	10/20/21-11/19/21: ACCT# 844830	134.99	321.64
94802	11/23/2021	0009355	T-MOBILE USA, INC. 9471594666	10/25/2021	09/24/2021 INVESTGATIVE SERV	30.00	30.00
	Voucher:						
94803	11/23/2021	00000637	TURF STAR INC 7198969-00	10/21/2021	EQUIPMENT REPLACEMENT PAI	495.77	495.77
	Voucher:						
94804	11/23/2021	0008005	U.S. BANK-PARS ACCT#67460225NOV 2021	11/1/2021	NOV 2021: PARS SUPPLEMENTA	5,629.26	5,629.26
	Voucher:						
94805	11/23/2021	0008005	U.S. BANK-PARS ACCT#67460225NOV 2021 R. BATI	11/1/2021	NOV 2021: RON BATES: PARS - E	160.00	
	Voucher:		NOV 2021 MOSTA	11/1/2021	NOV 2021: M.MOSTAKHAMI: PAR	680.00	
			NOV 2021 LOUIE	11/1/2021	NOV 2021: KEN LOUIE: PARS - E	550.00	
			DEC 2021 LOUIE	12/1/2021	DEC 2021: KEN LOUIE: PARS - E	550.00	
			DEC 2021 MOSTA	12/1/2021	DEC 2021: M.MOSTAKHAMI: PAR	680.00	
			DEC 2021 R. BATI	12/1/2021	DEC 2021: RON BATES: PARS - E	160.00	2,780.00
94806	11/23/2021	0006437	ULINE 139842632	10/12/2021	IMPULSE POLY BAG SEALER FO	246.77	246.77
	Voucher:						
94807	11/23/2021	00004964	UNDERGROUND SERVICE ALERT11020210188	11/1/2021	NEW DIGALERT TICKET CHARGE	542.95	
	Voucher:		DSB20205316	11/1/2021	BILLABLE DIGALERT TICKETS	197.75	740.70
94808	11/23/2021	0005750	UNITED INDUSTRIES 216549	7/8/2021	INVENTORY PO/ SIMPLE GREEN	446.40	446.40
	Voucher:						
94809	11/23/2021	0012997	UNITED SITE SERVICES OF, CALI114-12527441	10/25/2021	12 MONTHS OF PORTA POTTY R	232.03	232.03
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
94810	11/23/2021	00003928	US BANK TRUST N.A.	788757000-DEC/2	12/1/2021	DEC 2021: COSG 2005 PENSION	167,814.35	167,814.35	
		Voucher:							
94811	11/23/2021	00000379	VERIZON BUSINESS	05317419	10/25/2021	BILLING PRD- 09/15/21 -10/14/21	40.00	40.00	
		Voucher:							
94812	11/23/2021	00001848	VERIZON WIRELESS	9889181669	9/23/2021	BILLING PRD- 08/24/21-09/23/21-	76.02		
		Voucher:		9888976056	9/21/2021	BILLING PRD- 08/22/21-09/21/21-	2,392.92		
				9891170873	10/21/2021	BILLING PRD- 09/22/21-10/21/21-	2,361.16		
				9891376316	10/23/2021	9/24/21-10/23/21: PD - IPAD AIRTI	76.02	4,906.12	
94813	11/23/2021	00004353	VORTEX INDUSTRIES, INC	07-1523086	8/31/2021	SOUTH WALL HALLWAY EXIT DO	6,171.12		
		Voucher:		07-1533931	9/20/2021	SOUTH WALL HALLWAY EXIT DO	2,423.80		
				07-1533919	10/26/2021	REPLACEMENT OF AUTO-SET FI	4,147.77	12,742.69	
94814	11/23/2021	00002634	VULCAN MATERIALS COMPANY	73101305	10/20/2021	ASPHALT & ENVIRONMENTAL FE	146.99		
		Voucher:		73106545	10/25/2021	ASPHALT & ENVIRONMENTAL FE	740.25		
				73110389	10/29/2021	ASPHALT & ENVIRONMENTAL FE	207.22		
				73113247	10/31/2021	ASPHALT & ENVIRONMENTAL FE	172.20		
				73110392	10/29/2021	ASPHALT & ENVIRONMENTAL FE	135.44		
				73088361	10/31/2021	ASPHALT & ENVIRONMENTAL FE	90.09		
				73104039	10/22/2021	ASPHALT & ENVIRONMENTAL FE	295.97		
				73110391	10/26/2021	ASPHALT & ENVIRONMENTAL FE	148.65		
				73110390	10/29/2021	ASPHALT & ENVIRONMENTAL FE	171.37		
				73104040	10/22/2021	ASPHALT & ENVIRONMENTAL FE	171.37	2,279.55	
94815	11/23/2021	00004423	WALTERS WHOLESALE ELECTRI	S119083996.001	10/4/2021	SPORTS CENTER POOL LIGHT S	49.94		
		Voucher:		S119083996.002	10/6/2021	SPORTS CENTER POOL AREA LI	9.98		
				S119126867.001	10/7/2021	FRONTAGE ROAD OVERPASS LI	96.13	156.05	
94816	11/23/2021	00000028	WATER REPLENISHMENT DISTRI	2021-06-T22-07	9/28/2021	JAN 2021-JUNE 2021: TITLE 22 G	30,122.00	30,122.00	
		Voucher:							
94817	11/23/2021	00002593	WAXIE'S SANITARY SUPPLY	80412506	10/28/2021	INVENTORY PO/ JANITORIAL SU	2,388.51		
		Voucher:		80281758	9/9/2021	INVENTORY PO/ JANITORIAL SU	1,693.24		
				80400960	10/25/2021	INVENTORY PO/ JANITORIAL SU	4,565.61	8,647.36	
94818	11/23/2021	0010476	WECK LABORATORIES INC	W1J0006-COSOU	10/21/2021	WATER SAMPLES	115.00		
		Voucher:		W1J0901-COSOU	10/15/2021	WATER SAMPLES	190.00		
				W1J0955-COSOU	10/15/2021	WATER SAMPLES	245.00		
				W1J0912-COSOU	10/15/2021	WATER SAMPLES	110.00	660.00	

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94820	11/23/2021	00000032 WEST COAST MAILERS	10891	8/31/2021	MAIL SERVICE/ CSG LATE NOTIC	1,941.62	
	Voucher:		10879	8/31/2021	MAIL SERVICE/ CSG LATE NOTIC	166.34	
			10727	4/27/2021	CSG BILLS CYCLES 1 & 2 JOB# 4	2,164.26	
			10728	4/27/2021	CSG LATE NOTICES CYCLES 1 & 8	382.07	
			10729	4/27/2021	CSG BILLS CYCLES 3 & 4 JOB# 4	1,729.04	
			10735	4/28/2021	CSG BILLS CYCLES 3 & 4 JOB# 1	1,675.52	
			10737	4/28/2021	CSG LATE NOTICES CYCLES 7 & 8	315.35	
			10738	4/28/2021	CSG BILLS CYCLE 10 JOB# 2-10	158.30	
			10739	4/28/2021	CSG BILLS CYCLES 7 & 8 JOB#	1,606.31	
			10740	4/28/2021	CSG LATE NOTICES CYCLES 5 & 8	339.20	
			10741	4/30/2021	CSG BILLS CYCLE 5 & 6 JOB# 1-	1,806.76	
			10742	4/30/2021	CSG LATE NOTICES CYCLES 3 & 8	298.45	
			10743	4/30/2021	CSG BILLS CYCLES 1 & 2 JOB# 2	2,156.10	
			10744	4/30/2021	CSG BILLS CYCLES 5 & 6 JOB# 3	1,848.91	
			10745	4/30/2021	CSG LATE NOTICES CYCLES 3 & 8	328.95	
			10746	4/30/2021	CSG BILLS CYCLES 3 & 4 JOB# 3	1,744.46	
			10747	4/30/2021	CSG LATE NOTICES CYCLES 1 & 8	363.43	
			10748	4/30/2021	CSG BILLS CYCLES 1 & 2 JOB# 3	2,170.34	
			10749	4/30/2021	CSG BILLS CYCLES 7 & 8 JOB# :	304.10	
			10876	8/31/2021	JOB# 7-127: MAIL SERVICE/ CSG	554.00	
			10880	8/31/2021	JOB# 8-102: MAIL SERVICE/ CSG	343.31	
			10881	8/31/2021	JOB# 8-115: MAIL SERVICE/ CSG	2,327.40	
			10884	8/31/2021	JOB# 6-132: MAIL SERVICE/ CSG	372.89	
			10885	8/31/2021	JOB# 6-135: MAIL SERVICE/ CSG	1,791.99	
			10886	8/31/2021	JOB# 7-108: MAIL SERVICE/ CSG	2,368.51	
			10889	8/31/2021	JOB# 7-113: MAIL SERVICE/ CSG	349.94	
			10724	4/27/2021	CSG BILLS CYCLE 5 & 6 JOB# 4-	1,836.69	
			10877	8/31/2021	JOB# 7-121: MAIL SERVICE/ CSG	1,935.55	
			10878	8/31/2021	JOB# 7-142: MAIL SERVICE/ CSG	1,786.36	
			10882	8/31/2021	JOB# 7-129: MAIL SERVICE/ CSG	2,045.41	
			10883	8/31/2021	JOB# 7-100: MAIL SERVICE/ CSG	166.84	
			10887	8/31/2021	JOB# 7-101: MAIL SERVICE/ CSG	350.45	
			10888	8/31/2021	JOB# 7-138: MAIL SERVICE/ CSG	353.00	
			10890	8/31/2021	JOB# 8-127: MAIL SERVICE/ CSG	385.64	
			10722	4/27/2021	CSG LATE NOTICES CYCLES 5 & 8	1,869.70	

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			10720	4/27/2021	CSG LATE NOTICES CYCLES 7 & 8	324.44	
			10721	4/27/2021	CSG BILLS CYCLE 10 JOB# 4-10	170.34	
			10725	4/27/2021	CSG BILLS CYCLES 3 & 4 JOB# 4	300.95	
			10750	4/30/2021	CSG BILLS CYCLE 10 CSG LATE	386.99	
			10751	4/30/2021	CSG BILLS CYCLES 7 & 8 JOB# :	1,604.81	
			10752	4/30/2021	CSG BILLS CYCLE 5 & 6 JOB# 2-	1,834.18	
			10753	4/30/2021	CSG BILLS CYCLES 3 & 4 JOB# 2	281.60	
			10754	4/30/2021	CSG BILLS CYCLES 3 & 4 JOB# 2	1,734.07	
			10755	4/30/2021	CSG LATE NOTICES CYCLES 5 & 8	354.95	
			10757	4/30/2021	CSG LATE NOTICES CYCLES 5 & 8	371.35	47,700.87
94821	11/23/2021	00004593	WESTERLY METER SERVICE CO 16924	9/28/2021	METER TESTS	80.00	80.00
			Voucher:				
94822	11/23/2021	00000561	WESTERN EXTERMINATOR COM 9256414	10/19/2021	GOPHER & FLEA ABATEMENT AT	375.00	
			Voucher:				
			9259661	10/6/2021	GOPHER & FLEA ABATEMENT AT	1,950.00	
			9249869	10/15/2021	10/15/21: ANNUAL PEST CONTRC	42.00	
			9250524	10/19/2021	10/19/21: ANNUAL PEST CONTRC	45.50	
			9249116	10/20/2021	10/20/21: ANNUAL PEST CONTRC	206.00	
			9249348	10/13/2021	10/3/21: ANNUAL PEST CONTROL	275.00	
			9249870	10/13/2021	10/13/21: ANNUAL PEST CONTRC	46.50	
			9252783	10/13/2021	10/13/21: ANNUAL PEST CONTRC	69.50	
			9254958	10/13/2021	10/13/21: ANNUAL PEST CONTRC	56.00	
			9250167	10/14/2021	10/14/21: ANNUAL PEST CONTRC	211.00	
			9252326	10/13/2021	10/13/21: ANNUAL PEST CONTRC	82.50	
			9252782	10/13/2021	10/13/21: ANNUAL PEST CONTRC	206.50	
			9249868	10/15/2021	10/15/21: ANNUAL PEST CONTRC	151.50	
			9249871	10/13/2021	10/13/21: ANNUAL PEST CONTRC	121.00	
			9258494	10/1/2021	10/1/21: ANNUAL PEST CONTROL	149.00	
			9249347	10/13/2021	10/13/21: ANNUAL PEST CONTRC	295.50	4,282.50
94823	11/23/2021	00003442	YOUNGBLOOD & ASSOCIATES, INC 1612A	11/4/2021	PRE-EMPLOYMENT POLYGRAPH	600.00	600.00
			Voucher:				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
94824	11/23/2021	00000062	ZIEGLER'S HARDWARE& SUPPLY	12322	10/19/2021	WRENCH FOR WATER REPAIRS	12.12
	Voucher:		12320	10/19/2021	MATERIAL FOR CUTOFF TOOLS	143.58	
			12321	10/19/2021	GAS MIX FOR EQUIPMENT	16.48	
			12300	10/13/2021	BUSHING FOR WATER REPAIRS	4.40	
			12315	10/21/2021	SAW BLADE FOR WATER DIVISIO	33.06	
			12345	10/26/2021	GIRLS CLUB HOUSE MAINTENAN	49.58	
			12286	10/6/2021	WASH DOWN DOORS OUTSIDE I	11.01	
			12303	10/13/2021	PW YARD EQUIPMENT FOR SUP	53.95	
			12326 10/19/21	10/19/2021	MATERIAL TO RUN ELECTRICAL	51.76	
			12327	10/19/2021	WORK ORDER #819833 SG PAR	17.62	393.56
<b>Sub total for BANK OF THE WEST:</b>							<b>1,388,416.30</b>

170 checks in this report.

**Grand Total All Checks: 1,388,416.30**

**Void Checks**

Bank code: botw

Bank code: efbotw

Check #	Date
94819	11/23/2021

(none)

**WARRANT REGISTER FOR COUNCIL MEETING 11/23/2021**

**PART V**

apChkLst  
11/11/2021 12:28:05PM

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	
2174	10/14/2021	00004708	PERS HEALTH PLAN	Ben291797	10/14/2021	NOV 2021 MEDICAL HMO ANTHE	387,907.84	387,907.84
		Voucher:						
2184	11/10/2021	00002370	INTERNAL REVENUE SERVICE	Ben292889	11/10/2021	MEDICARE: PAYMENT	166,803.11	166,803.11
		Voucher:						
2185	11/10/2021	00001186	EMPLOYMENT DEVELOPMENT D	Ben292891	11/10/2021	SDI: PAYMENT	54,214.79	54,214.79
		Voucher:						
2186	11/10/2021	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben292893	11/10/2021	SEIU DUES: PAYMENT	3,035.53	3,035.53
		Voucher:						
2188	11/10/2021	00000343	PUBLIC EMPLOYEES RETIREMEN	Ben292897	11/10/2021	PERS RETIREMENT: PAYMENT	223,263.05	223,263.05
		Voucher:						
2189	11/10/2021	00000004	NATIONWIDE RETIREMENT SOLL	Ben292899	11/10/2021	DEF COMP NATIONWIDE: PAYME	72,278.47	72,278.47
		Voucher:						
2190	11/10/2021	00004996	SEIU-COPE LOCAL 721, LA/OC CI	Ben292901	11/10/2021	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher:						
2191	11/10/2021	00004988	CHILD SUPPORT ON-LINE, STATE	Ben292903	11/10/2021	CHILD SUPPORT-ONLINE: PAYMI	1,399.51	1,399.51
		Voucher:						

**Sub total for BANK OF THE WEST: 908,941.30**

**8 wire transfers in this report.**

**Grand Total All Wire Transfers: 908,941.30**

**WARRANT REGISTER FOR COUNCIL MEETING 11/23/2021**

**PART VI**

apChkLst  
11/10/2021 12:16:21PM

Final Check List  
CITY OF SOUTH GATE

Page: 1

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1172	11/23/2021	0012466	RET: ADAMS, PAUL L.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,299.14	1,299.14
			Voucher:					
1173	11/23/2021	0005570	RET: ALONZO, ANTHONY	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
			Voucher:					
1174	11/23/2021	0012843	RET: AUSTIN, BYRON A.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	776.88	776.88
			Voucher:					
1175	11/23/2021	0005813	RET: AVILA, VINCENT	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,196.68	1,196.68
			Voucher:					
1176	11/23/2021	0012982	RET: BONILLA CLAYTON, YADIRA	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
			Voucher:					
1177	11/23/2021	00001265	RET: BRASSFIELD, CHARLES R	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
			Voucher:					
1178	11/23/2021	0006324	RET: BURBACH, MAUREEN	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
			Voucher:					
1179	11/23/2021	0012844	RET: CAMACHO, EDWARD	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
			Voucher:					
1180	11/23/2021	00000817	RET: CHRIST, DOUGLAS F	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
			Voucher:					
1181	11/23/2021	00003408	RET: DAMRON, ROGER V	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
			Voucher:					
1182	11/23/2021	0013163	RET: DAVIS, RANDALL JOHN	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,196.68	1,196.68
			Voucher:					
1183	11/23/2021	00001776	RET: EADE, JOANN	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	181.48	181.48
			Voucher:					
1184	11/23/2021	00003973	RET: EADS, KENNETH P.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	990.16	990.16
			Voucher:					
1185	11/23/2021	00003853	RET: FANNIN, ZONA	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
			Voucher:					
1186	11/23/2021	0008820	RET: FERNANDEZ, CARLOS	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
			Voucher:					
1187	11/23/2021	00004403	RET: FIELD, GARY	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
			Voucher:					
1188	11/23/2021	0006507	RET: FIGUEROA, GLORIAA.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
			Voucher:					

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1189	11/23/2021	00000605	RET: FORRESTER, BOB L	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
		Voucher:						
1190	11/23/2021	0005355	RET: GALBREATH, RUSSELL	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	968.20	968.20
		Voucher:						
1191	11/23/2021	0011186	RET: GAMBOA, OSCAR	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1192	11/23/2021	00000496	RET: GEORGE, RONALD P	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
		Voucher:						
1193	11/23/2021	0013121	RET: GONZALES, LORETTA	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1194	11/23/2021	00003940	RET: GONZALEZ, HIRAM	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1195	11/23/2021	0006328	RET: GUTIERREZ, MANUEL	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
		Voucher:						
1196	11/23/2021	0006510	RET: HERNANDEZ, MARIA	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1197	11/23/2021	0008059	RET: HILL, GARY	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1198	11/23/2021	0006329	RET: HOMSHER, HUGH	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
		Voucher:						
1199	11/23/2021	0013216	RET: HUFFMAN, EDWARD RAYM	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
		Voucher:						
1200	11/23/2021	0012845	RET: HUGAR L., JAMES	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
		Voucher:						
1201	11/23/2021	00004784	RET: HUNTRODS, RICHARD F	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	239.00	239.00
		Voucher:						
1202	11/23/2021	0009521	RET: HUPP, KEITH	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
		Voucher:						
1203	11/23/2021	0008058	RET: INMAN, RONALD	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
		Voucher:						
1204	11/23/2021	00004785	RET: IRISH, TERRY F	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
		Voucher:						
1205	11/23/2021	0011110	RET: JOHNSON, GERALD	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						



Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1206	11/23/2021	00004787	RET: KENNEDY, GARY E	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	250.00	250.00
			Voucher:					
1207	11/23/2021	0005356	RET: KEY, ANDREW	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	1,242.35	1,242.35
			Voucher:					
1208	11/23/2021	0011111	RET: KOOMEN, SHERI L.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
			Voucher:					
1209	11/23/2021	0009946	RET: LEFEVER, STEVEN A.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	200.00	200.00
			Voucher:					
1210	11/23/2021	00004789	RET: LILLEY, RAYMOND E	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	250.00	250.00
			Voucher:					
1211	11/23/2021	0012707	RET: LLOYD, BRUCE W.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
			Voucher:					
1212	11/23/2021	0012927	RET: LONG, PENG	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
			Voucher:					
1213	11/23/2021	0005633	RET: LOPEZ, ALFONSO	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	590.37	590.37
			Voucher:					
1214	11/23/2021	0006511	RET: LOPEZ, RAMON A.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
			Voucher:					
1215	11/23/2021	0009453	RET: LOPEZ, VERONICA	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	150.00	150.00
			Voucher:					
1216	11/23/2021	0007656	RET: MATSUKIYO, DAVID	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	1,135.20	1,135.20
			Voucher:					
1217	11/23/2021	00003328	RET: MOSBY, DOROTHEA S	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	200.00	200.00
			Voucher:					
1218	11/23/2021	0011895	RET: MUNOZ, ALFREDO	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	1,242.35	1,242.35
			Voucher:					
1219	11/23/2021	00003239	RET: NASSAR, SAMI R	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	200.00	200.00
			Voucher:					
1220	11/23/2021	0012468	RET: ORTIZ, JULIAN	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	526.84	526.84
			Voucher:					
1221	11/23/2021	0012467	RET: PATINO, IGNACIO M.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	1,242.35	1,242.35
			Voucher:					
1222	11/23/2021	0011522	RET: PELLERIN, ROBERT	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MED	1,242.35	1,242.35
			Voucher:					

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1223	11/23/2021	00005237	RET: PEREZ, SUSAN	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1224	11/23/2021	0010733	RET: PIXLER, DAVID	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
		Voucher:						
1225	11/23/2021	00004794	RET: POWELL, ROBERT K.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
		Voucher:						
1226	11/23/2021	0006326	RET: RAMIREZ, VIRGINIA	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1227	11/23/2021	0006327	RET: RASCO, ANGELA	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1228	11/23/2021	00003630	RET: REGALADO, MARY	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1229	11/23/2021	0011967	RET: RIVERA, FRANK J.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	526.77	526.77
		Voucher:						
1230	11/23/2021	0011978	RET: RIVERA, HANNAH TELLEZ-C	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	526.77	526.77
		Voucher:						
1231	11/23/2021	0012837	RET: RODRIGUEZ, ANNA	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1232	11/23/2021	0012682	RET: RUIZ, NELLIE	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1233	11/23/2021	0011112	RET: SALDIVAR, MARIO M.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
		Voucher:						
1234	11/23/2021	0013274	RET: SAUCEDO NEVAREZ, LUIS M	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1235	11/23/2021	00001867	RET: SCHMID, BEATRICE J	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1236	11/23/2021	0009865	RET: SCHRADER, GEORGE R.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,131.00	1,131.00
		Voucher:						
1237	11/23/2021	0011521	RET: SCOTT, DAVID	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
		Voucher:						
1238	11/23/2021	0006513	RET: SHETTER, RANDOLPH M.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
		Voucher:						
1239	11/23/2021	00000869	RET: SMITH, CHARLES R	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1240	11/23/2021	00004796	RET: SPEELMAN, PATRICIA L	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
			Voucher:					
1241	11/23/2021	00002147	RET: SPROWLS, KENNETH C	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
			Voucher:					
1242	11/23/2021	0008313	RET: SULLIVAN, DARREN	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,242.35	1,242.35
			Voucher:					
1243	11/23/2021	0006512	RET: TATTI, WILLIAM P.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
			Voucher:					
1244	11/23/2021	0012960	RET: TAYLOR, TOM C.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
			Voucher:					
1245	11/23/2021	0005357	RET: TODD, ROBERT M.	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,196.68	1,196.68
			Voucher:					
1246	11/23/2021	0012959	RET: TREJO, RAMONA M	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
			Voucher:					
1247	11/23/2021	00003573	RET: VAN LIEROP, MARTIN G	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	206.97	206.97
			Voucher:					
1248	11/23/2021	00003959	RET: WADE, RICHARD	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	238.25	238.25
			Voucher:					
1249	11/23/2021	0007655	RET: WELLS, GREGORY	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	526.84	526.84
			Voucher:					
1250	11/23/2021	00004379	RET: WHALEN, HARVEY	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	150.00	150.00
			Voucher:					
1251	11/23/2021	00000498	RET: WILLIAMS, GALE M	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	250.00	250.00
			Voucher:					
1252	11/23/2021	0008821	RET: WILLIAMS, TIMOTHY	NOVEMBER 2021	11/9/2021	NOVEMBER 2021- RETIREE MEC	1,196.54	1,196.54
			Voucher:					
<b>Sub total for BANK OF THE WEST EFT:</b>							<b>43,970.40</b>	

81 EFTs in this report.

**Grand Total All EFTs: 43,970.40**

**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING OF 11/23/2021**

TOTAL PART I - PREPAID CHECKS (11/4/2021)	326,738.01
TOTAL PART II - PAYROLL-RELATED CHECKS	54,756.81
TOTAL PART III - PREPAID CHECKS (11/10/2021)	363,961.15
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS	1,388,416.30
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	908,941.30
TOTAL PART VI - ACCOUNTS PAYABLE EFTs	43,970.40
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SUB - TOTAL	3,086,783.97
LESS: VOIDS	(703.00)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(379,235.92)
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GRAND TOTAL	2,706,845.05
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**SOUTH GATE CITY COUNCIL  
WARRANT APPROVAL AND CANCELLATION**

Warrant Number **94634** to Warrant Number **94824** inclusive, plus Wire Transfers and EFTs totaling **\$2,706,845.05**, as listed on the accompanying Accounts Payable Warrant Register of **November 23, 2021** are approved as presented, with the exception of the following voided and replacement warrants:

Check	Vendor	Check Date	Amount	Reason for Void
94029	MARC ERIC LEVINE GRAY BERKOVIC	9/28/2021	\$ 2,500.00	NAME MISMATCHED WITH BANK FILE. ISSUED REPLACEMENT CHECK# 94633
94819	N/A	11/23/2021	\$ 0.00	WEST COAST MAILERS DESCRIPTION OVERFLOW
<b>GRAND TOTAL OF VOIDED &amp; REPLACEMENT CHECKS</b>			<b>2,500.00</b>	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER  
*[Handwritten Signature]* 11/16/21  
\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **November 23, 2021** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.