



**SOUTH GATE CITY COUNCIL  
REGULAR MEETING AGENDA**

Tuesday, February 22, 2022 at 6:30 p.m.

**NO IN-PERSON MEETING  
ZOOM & TELECONFERENCE ONLY  
DIAL-IN-NUMBER: 1 (669) 900-6833  
MEETING ID: 838 9098 4215  
<https://us02web.zoom.us/j/83890984215>**

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

<b>CALL TO ORDER</b>	Al Rios, Mayor
<b>INVOCATION</b>	Pastor Marta Moscoso, Faith and Hope Lutheran Church
<b>PLEDGE OF ALLEGIANCE</b>	Evelyn Garcia, Police Lieutenant
<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

Gil Hurtado

**INTERIM CITY MANAGER**

Chris Jeffers

**CITY ATTORNEY**

### **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. Presentation By Cerritos College President Dr. Jose Fierro**

The City Council will receive a PowerPoint presentation by Cerritos College President Dr. Jose Fierro who will provide an update on the college. (CM)

Documents:

[ITEM 1 REPORT 02222022.PDF](#)

#### **2. Certificate Of Appreciation For Monserrat Lino For Courage In Battling Stage 3 Breast Cancer**

The City Council will present a Certificate of Appreciation to Monserrat Lino for courageously battling and beating Breast Cancer. (PD)

Documents:

[ITEM 2 REPORT 02222022.PDF](#)

#### **3. Proclamation Declaring February As Black History Month**

The City Council will issue a Proclamation declaring the month of February 2022, as Black History Month. (CM)

Documents:

[ITEM 3 REPORT 02222022.PDF](#)

#### **4. Proclamation Declaring March 3rd As Key Club In South Gate Day**

The City Council will issue a Proclamation declaring March 3, 2022, as Key Club in South Gate Day. (CM)

Documents:

[ITEM 4 REPORT 02222022.PDF](#)

## **5. Proclamation Declaring March As American Red Cross Awareness Month**

The City Council will issue a Proclamation declaring the month of March 2022, as American Red Cross Month in the City of South Gate. (CM)

Documents:

[ITEM 5 REPORT 02222022.PDF](#)

## **6. Proclamation Declaring March As Women's History Month**

The City Council will issue a Proclamation declaring the month of March 2022, as Women's History Month. (CM)

Documents:

[ITEM 6 REPORT 02222022.PDF](#)

## **7. Proclamation Declaring March 6th As Lymphedema Day**

The City Council will issue a Proclamation declaring March 6, 2022, as World Lymphedema Day to promote awareness about the disease and support those living with Lymphedema. (CM)

Documents:

[ITEM 7 REPORT 02222022.PDF](#)

## **V. Public Hearings**

### **8. Ordinance Amending Section 8.12.090 (Preferential Parking Districts), Of Chapter 8.12 (Stopping, Standing And Parking Of Vehicles), Of Title 8 (Traffic), Of The South Gate Municipal Code**

The City Council will consider at the conclusion of the public hearing, waiving the reading in full and introducing an **Ordinance** \_\_\_\_\_ amending Section 8.12.090 (Preferential Parking Districts), of Chapter 8.12 (Stopping, Standing and Parking of Vehicles), to Title 8 (Traffic), of the South Gate Municipal Code. (PW)

Documents:

[ITEM 8 REPORT 02222022.PDF](#)

### **9. Ordinance Adding And Amending Title 11 (Zoning) And Title 12 (Subdivisions) Of The SGMC To Revise Housing Ordinances To Conform To Updated State Housing Laws**

The City Council will consider at the conclusion of the public hearing:  
(CD)

a. Waiving the reading in full and introducing an **Ordinance** \_\_\_\_\_ adding Section 11.25.110 (Two residential units on the same lot in the NL Zone) and Section 11.25.120 (Floor to area ratios (FAR) and minimum lot size for certain housing development projects) of Chapter 11.25 (Residential neighborhood zones), amending Section 11.31.030 (Definitions), Section 11.31.050 (Incentives), Section 11.31.060 (Affordable housing requirements) and Section 11.31.070 (Affordable housing agreement) of Chapter 11.31 (Density bonus for affordable housing); amending Section 11.43.040 (General provisions) of Chapter 11.43 (Accessory dwelling units and accessory structures); and adding Section 11.50.060 (Additional rules regarding housing development projects and emergency shelters) of Chapter 11.50 (Administration) of Title 11 (Zoning),; and amending Section 12.10.070 (Final map) and adding Section 12.10.080 (Ministerial approval of parcel map for an NL Zone residential lot split) of Chapter 12.10 (Procedures) of Title 12 (Subdivisions) of the South Gate Municipal Code (SGMC), to revise the City's housing ordinances to match recent changes to state housing laws; and

b. Accepting the determination that the proposed amendment is Exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17.

Documents:

[ITEM 9 REPORT 02222022.PDF](#)

## **VI. Comments From The Audience**

During this time, members of the public and staff may address the City Council regarding any items not listed on the agenda and 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 **10, 11, 12 and 13** 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.

### **10. Resolution Initiating Annual Proceedings For The Levy Of F/Y 2022/23 Assessments And Engineer's Report For The Street Lighting And Landscape Maintenance District No. 1**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ initiating the annual proceedings for the levy of the Fiscal Year 2022/23 assessments and ordering the preparation of an Engineer's Report for the Street Lighting and Landscaping Maintenance District No. 1. (PW)

Documents:

[ITEM 10 REPORT 02222022.PDF](#)

### **11. Master Agreement With New Cingular Wireless PCS, LLC For Permit Process For Approving And Installing Cell Sites**

The City Council will consider: (PW)

- a. Approving a **Master License Agreement** \_\_\_\_\_ with New Cingular Wireless PCS. LLC., to install, maintain and operate small cell antennas on City-owned poles in the public right-of-way;
- b. Authorizing the Mayor to execute the Master License Agreement in a form acceptable to the City Attorney;
- c. Authorizing the City Manager and/or his designee to issue individual pole licenses under the Master License Agreement for City-owned poles in the public right-of-way; and
- d. Directing the Director of Administrative Services to deposit the revenue generated by this Agreement into the General Fund.

Documents:

[ITEM 11 REPORT 02222022.PDF](#)

## **12. Amend. No. 4 To Contract No. 2020-45-CC With Compator To Change Funding Source From CDBG-CV To ARPA Funds**

The City Council will consider: (CD)

- a. Approving **Amendment No. 4 to Contract No. 2020-45-CC** with Compator, Inc., to reflect a change in the funding source and related modified reporting guidelines by using ARPA funds instead of CDBG-CV funds;
- b. Appropriating \$133,000 of ARPA funds to an account determined by the Director of Administrative Services to fund the remaining scope of services under Contract No. 2020-45-CC related to the Free Mental Health Services Program; and
- c. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

Documents:

[ITEM 12 REPORT 02222022.PDF](#)

## **13. Minutes**

The City Council will consider: (CLERK)

- a. Approving the Special Meeting minutes of January 11, 2022;
- b. Approving the Special Meeting minutes of January 18, 2022; and
- c. Approving the Special and Regular Meeting minutes of January 25, 2022.

Documents:

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

### **14. Funding For The Tweedy Mile Association Christmas Food Giveaway**

The City Council will consider approving the Tweedy Mile Association funding request for \$2,500. (CM)

Documents:

[ITEM 14 REPORT 02222022.PDF](#)

### **15. Move Council Reorganizing To December To Coincide With The General Election Schedule**

The City Council will consider changing the annual Reorganization and Oaths of Office for the City Council and the various legislative bodies they represent from the month of April to the month of December of each calendar year. (CM)

Documents:

[ITEM 15 REPORT 02222022.PDF](#)

### **16. City Legislative Platform For 2022**

The City Council will consider receiving and filing the City's 2022 Legislative Platform containing the City's state and federal legislative priorities. (CM)

Documents:

[ITEM 16 REPORT 02222022.PDF](#)

### **17. Formation Of A Senior Advisory Committee Or Senior Commission**

The City Council will consider providing staff with input on the possible formation of either: (PARKS)

- a. Senior Advisory Committee; or
- b. Senior Commission; or
- c. Senior committee reporting to the Parks & Recreation Commission

Documents:

ITEM 17 REPORT 02222022.PDF

**18. Resolution For Vote For No Confidence In Los Angeles District Attorney George Gascon**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ of a Vote of No Confidence in Los Angeles County District Attorney George Gascon.

Documents:

ITEM 18 REPORT 02222022.PDF

**19. Warrant Register For February 22, 2022**

The City Council will consider approving the Warrants and Cancellations for February 22, 2022: (ADMIN SVCS)

Total of Checks:	\$5,565,282.66
Voids:	(\$ 33,895.87)
Total Payroll Deductions:	(\$ 395,174.16)
Grand Total:	\$5,136,212.63
Cancellations:	95327, 95743

Documents:

ITEM 19 REPORT 02222022.PDF

**X. Adjournment**

Adjournment in memory of Angel Alonso and Sam Crosby, retired South Gate employees.

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted February 17, 2022 at 7:40 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.



FEB 16 2022

3:15 pm

*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022  
Originating Department: City Manager's Office

Interim City Manager: \_\_\_\_\_ *Chris Jeffers* Interim City Manager: \_\_\_\_\_ *Chris Jeffers*

**SUBJECT: POWERPOINT PRESENTATION BY CERRITOS COLLEGE PRESIDENT DR. JOSE FIERRO, DVM, PhD**

**PURPOSE:** To receive a PowerPoint presentation by Dr. Jose Fierro, President of Cerritos College.

**RECOMMENDED ACTION:** None. The City Council will receive a PowerPoint presentation by Cerritos College President Dr. Jose Fierro who will provide an update on the college.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** None.

**ATTACHMENT:** PowerPoint Presentation





# Cerritos College Update

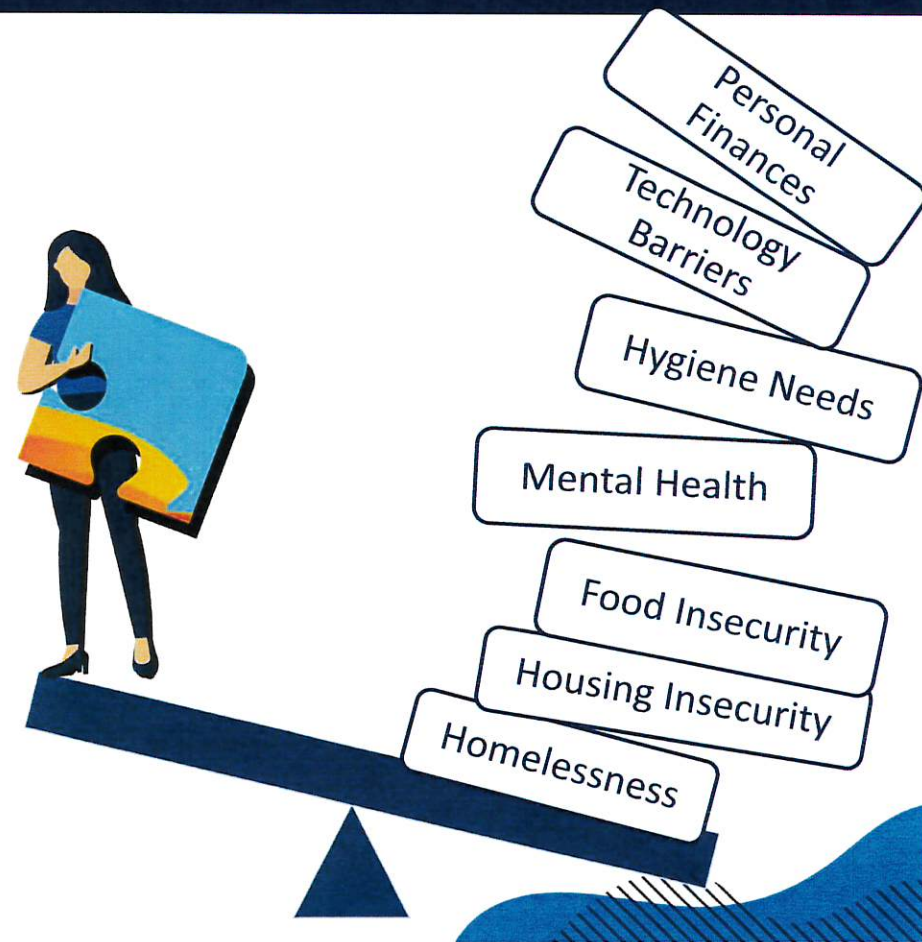
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Dr. Jose Fierro, D.V.M., Ph.D.  
President/Superintendent

February 22, 2022

# Falcon's Nest in Support of Student Success

- Emergency Aid
- CalFresh
- Food Bank Distribution
- Grocery Card Assistance
- Franco's Market
- Housing Resources
  - Jovenes Partnership
  - The Village
- Mental Health Resources
- Hygiene Resources
- Financial Wellness Workshops
- Franco's Closet
- Laptop and WIFI Loan Program
- Immigration Legal Advice

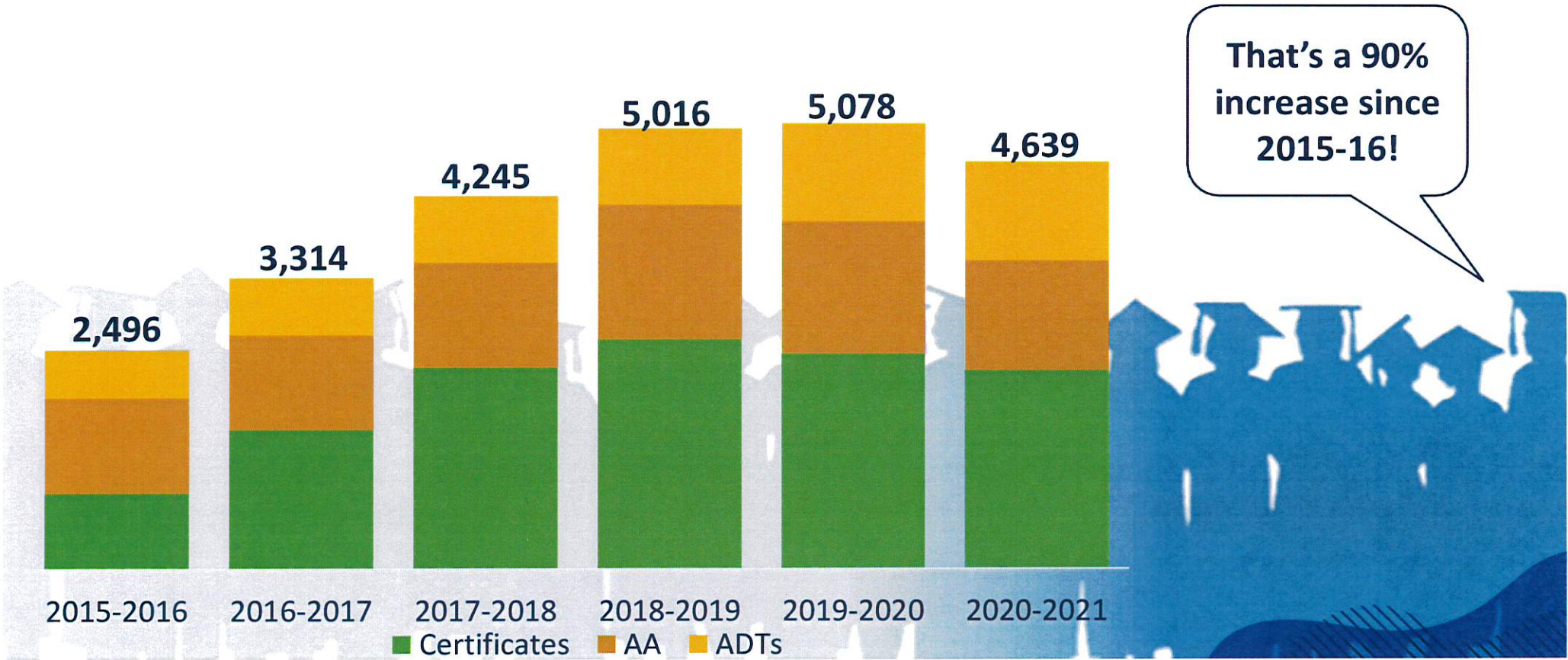




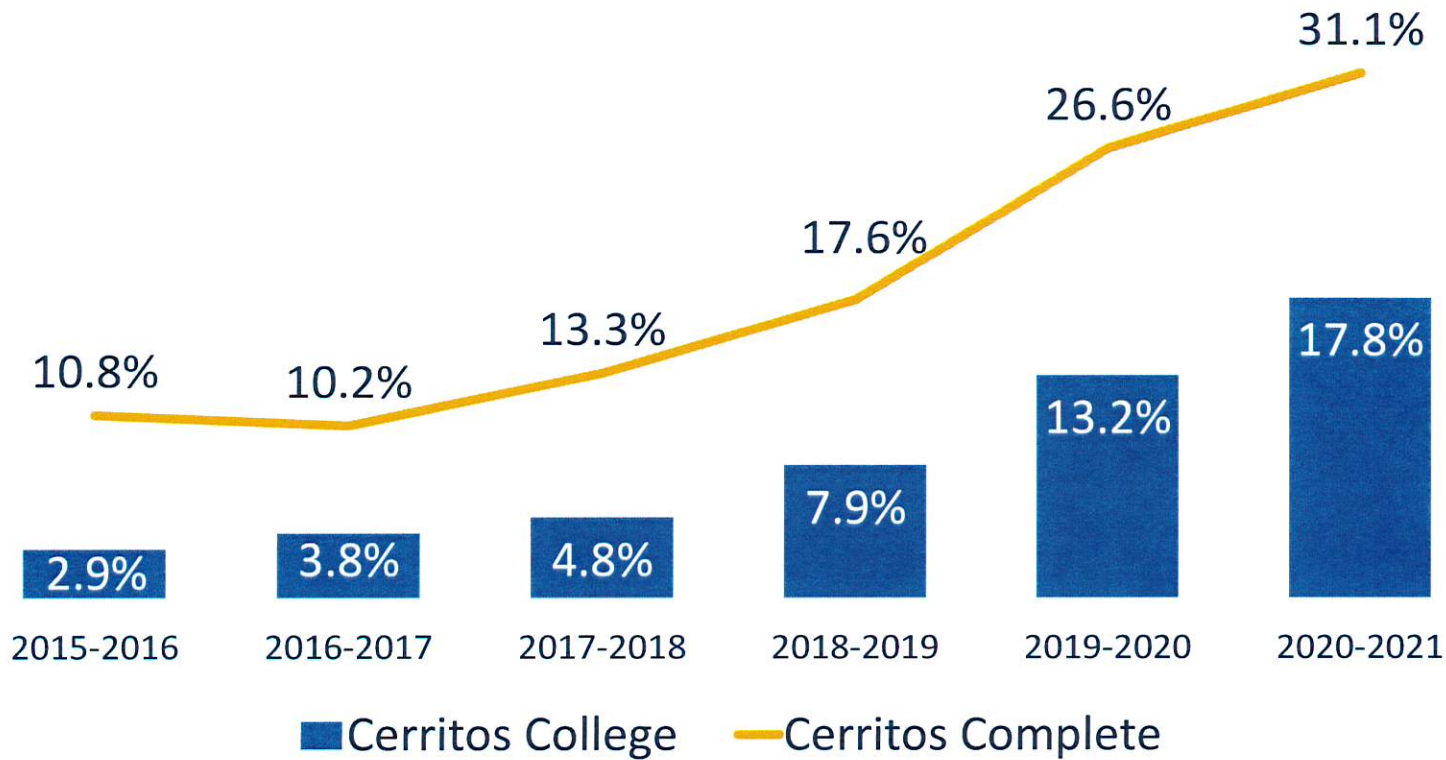




# Number of Awards



# Completion of Transfer-Level Math and English in First Year



Since 2015, the college saw a **514% increase** in the number of students completing transfer math and English in their first term.

Cerritos Complete students improved by **188%**.



# Performing Arts Center





Thank you for your support!



FEB 16 2022

*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022  
Originating Department: **Police**

Department Director: *Darren Arakawa* Interim City Manager: *Chris Jeffers*  
*Darren Arakawa* *Chris Jeffers*

**SUBJECT: CERTIFICATE OF APPRECIATION TO SOUTH GATE RESIDENT MONSERRAT LINO FOR BEING A BREAST CANCER SURVIVOR**

**PURPOSE:** To recognize Monserrat Lino for courageously battling and beating cancer.

**RECOMMENDED ACTION:** Mayor Al Rios will present a Certificate of Appreciation to Monserrat Lino for courageously battling and beating Breast Cancer.

**FISCAL IMPACT:** None.

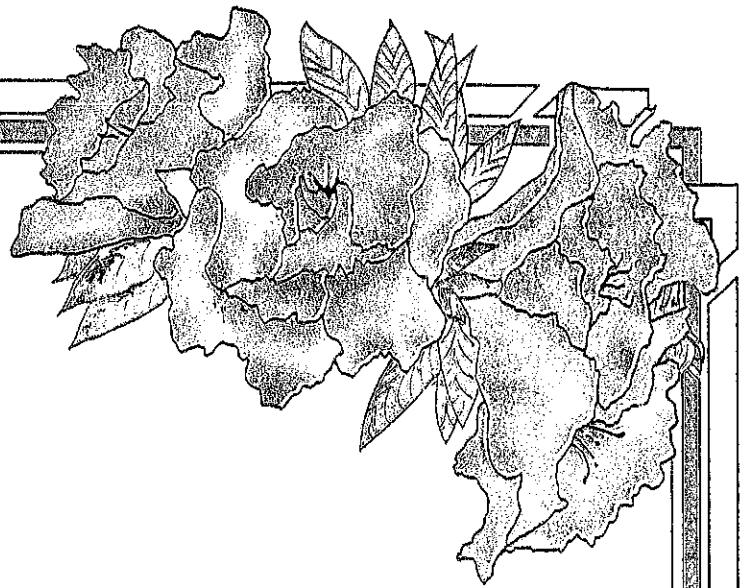
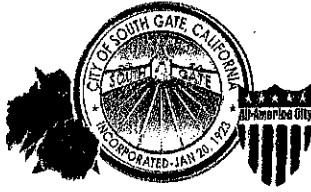
**ANALYSIS:** None.

**BACKGROUND:** In 2019, Monserrat Lino was misdiagnosed regarding the presence of cancer in her body. In February 2021, she was diagnosed with Stage 3 Invasive Ductal Carcinoma Her2-Positive Cancer. She went through a significant treatment program to battle four malignant tumors. With a relentless will to survive, she has always kept a positive attitude and continued to smile. On January 31, 2022, she was told by her doctors that she was cancer free.

We celebrate Monserrat's victory and thank her for letting us see what true bravery really looks like, for being an example to all women fighting this disease and for reminding us that life is precious and should not be taken for granted.

**ATTACHMENT:** Certificate of Appreciation

City of South Gate



## CERTIFICATE OF APPRECIATION

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

***Montserrat Lino***

In recognition of your positive attitude and relentless  
will to battle Stage 3 Invasive Ductal Carcinoma  
Her2-Positive Cancer.

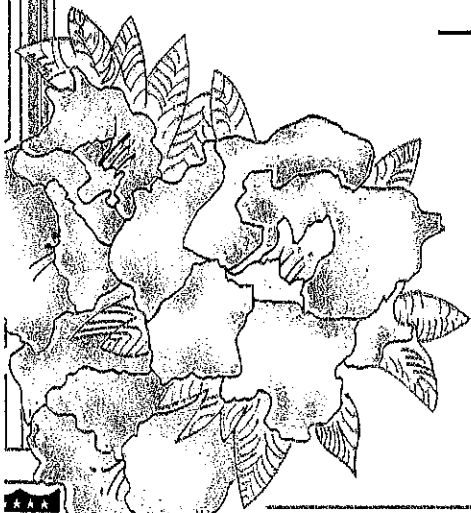
Congratulations on receiving your cancer free  
diagnosis on January 31, 2022.

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Al Rios, Mayor

February 22, 2022

*The Azalea City*







# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

### Declaring Black History Month February 2022

*WHEREAS,* the City of South Gate takes pride in recognizing February 2022 as Black history Month to remember and celebrate Black culture, history, contributions, and sacrifices made to create a brighter future for all Americans; and

*WHEREAS,* Black History Month celebrates the achievements of African Americans who have been instrumental in shaping the character, culture, and economic life of our state and nation; and

*WHEREAS,* Dr. Carter G. Woodson, founder of the Association for Study of African American Life and History, first launched "Negro History Week" in 1926, and is widely regarded as the father of Black History Month for displaying such leadership, strength, and courage during the Jim Crow era; and

*WHEREAS,* in 1976 the informal expansion of Negro History Week to Black History Month was officially recognized by the United States government; and

*WHEREAS,* Black History month is an occasion to rediscover the enduring stories of African Americans and the gifts of freedom, purpose, and opportunity they have bestowed on future generations. It is also a time to commemorate the countless contributions of African Americans, many of whom lived through and surmounted the scourge of segregation, racial prejudice, and discrimination to enrich every fiber of American life. Their examples of heroism, patriotism, and enterprise have given people of all background's confidence, courage, and faith to pursue their own dreams; and

*WHEREAS,* Black History Month is a time to recognize and honor the many people, events, and significant contributions of Black and African Americans to our communities, nation, and world.

*NOW, THEREFORE,* be it proclaimed on this 22<sup>nd</sup> day of February 2022 that I, **Al Rios, Mayor of the City of South Gate**, on behalf of the City Council and residents, do hereby declare February 2022 as Black History Month by honoring Ronald Alex Bazley and asking all to join me in celebrating the countless contributions of African Americans to our community, nation and the world.

  
Mayor Al Rios

FEB 14 2022

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022

Originating Department: City Manager's Office

Interim City Manager: Chris Jeffers Interim City Manager: Chris Jeffers

SUBJECT: PROCLAMATION DECLARING MARCH 3rd AS KEY CLUB IN SOUTH GATE DAY

PURPOSE: To declare March 3rd as Key Club in South Gate Day at the request of Mayor Al Rios.

RECOMMENDED ACTION: Mayor Al Rios will issue a Proclamation declaring March 3, 2022, as Key Club in South Gate Day.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: Key Club representatives contacted members of the City Council to request that three Key Club organizations be recognized and that March 3, 2022, be declared as "Key Club in South Gate Day."

The three organizations include South Gate High School Key Club (which will be celebrating its 75th anniversary with a charter date of March 3, 1947 and is the oldest high school service organization in South Gate) the Legacy High School Key Club and the King/Drew Magnet High School of Medicine & Science Key Club. All three clubs are sponsored by the Kiwanis Club of South Gate.

A number of former Mayors and City Council Members are products of the Key Clubs of South Gate along with doctors, attorneys, philanthropists, educators, and service leaders. Many of these individuals have continued to dedicate their time, influence, and talents to creating a positive impact on their community.

The Mayor and City Council supports the Key Club in promoting the development of student leaders, positive role models, intercultural understanding and cooperation, and opportunities for fellowship, personal growth, and professional development.

ATTACHMENT: Proclamation

# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

*Declaring*  
**Key Club in South Gate Day**  
**March 3, 2022**

**WHEREAS,** the South Gate High School Key Club, which has been sponsored by the Kiwanis clubs of South Gate and Huntington Park, will be celebrating its 75th anniversary with a charter date of March 3, 1947, and is the oldest high school service organization in South Gate;

**WHEREAS,** the Legacy High School Key Club is sponsored by the Kiwanis Club of South Gate, will be chartering this year (2022) on March 3;

**WHEREAS,** the King/Drew Magnet High School of Medicine & Science Key Club, also sponsored by the Kiwanis Club of South Gate, has been active within the city of South Gate volunteering at the Family Day at the Park and various community cleanups despite residing slightly outside South Gate parameters;

**WHEREAS,** Key Club alumni include past South Gate Mayors, councilmembers, doctors, attorneys, philanthropists, educators, and service leaders who have dedicated their time to creating a positive impact on the community;

**WHEREAS,** each member selflessly contributes their time, talent, and treasure to their community and school each year;

**WHEREAS,** Key Club International has over 250,000 high school students dedicated to serve with purpose the children of the world, as well as their homes, schools and communities giving primacy to the human and spiritual rather than the material values of life;

**WHEREAS,** Key Club promotes the development of student leaders, positive role models, intercultural understanding and cooperation, and opportunities for fellowship, personal growth, and professional development;

**NOW, THEREFORE,** be it proclaimed on this 22<sup>nd</sup> day of February 2022, that I, **Al Rios, Mayor of the City of South Gate**, on behalf of the City Council and residents do hereby proclaim March 3, 2022 as "Key Club in South Gate Day" and hereby call upon all citizens of South Gate to render encouragement and support to the members of this organization and to recognize the good work and altruistic service of these three (3) Key Clubs.

Al Rios, Mayor

FEB 14 2022

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022  
Originating Department: City Manager's Office

Interim City Manager: Chris Jeffers Interim City Manager: Chris Jeffers

**SUBJECT:** PROCLAMATION DECLARING MARCH AS AMERICAN RED CROSS MONTH

**PURPOSE:** To declare the month of March as American Red Cross Month and recognize volunteers and donors of the American Red Cross.

**RECOMMENDED ACTION:** Mayor Al Rios will issue a Proclamation declaring the month of March 2022, as American Red Cross Month in the City of South Gate.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** The month of March has been recognized as American Red Cross month since 1943 when President Franklin D. Roosevelt declared it to encourage Americans to support and donate to the American Red Cross.

The American Red Cross is a humanitarian organization that provides emergency assistance, disaster relief and disaster preparedness. Every year, the American Red Cross responds to an average of more than 62,000 disasters across the country, to assist with small home fires to devastating, massive disasters.

During the month of March, people are encouraged to become volunteers of the American Red Cross, donate blood, and learn lifesaving skills such as first aid and cardiopulmonary resuscitation (CPR). The City Council encourages citizens to recognize and thank American Red Cross volunteers and donors who give of their time and resources to help those who find themselves in emergency situations.

**ATTACHMENT:** Proclamation

# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

*Declaring*  
**American Red Cross Awareness Month**  
March 2022

*WHEREAS,* American Red Cross Awareness Month is a month-long observance recognizing the American Red Cross as a true reflection of the humanitarian and volunteer spirit; and

*WHEREAS,* since 1917, the American Red Cross has served the Greater Long Beach Chapter, and Rio Hondo and South Bay Areas providing disaster relief and assistance to families by providing shelter, food, emotional support, and other necessities; and

*WHEREAS,* since 1941, the American Red Cross has provided lifesaving blood supplies for patients in need; and

*WHEREAS,* the American Red Cross provides family support to active-duty members of the military and reconnects families worldwide that have been separated by war or armed conflict; and

*WHEREAS,* the American Red Cross trains individuals in CPR, First Aid, aquatics, babysitting and water safety courses.

*NOW, THEREFORE,* be it proclaimed on this 22<sup>nd</sup> day of February 2022, that I, Al Rios, Mayor of the City of South Gate, on behalf of the City Council and residents do hereby proclaim March 2022 as "American Red Cross Awareness Month" and encourage residents to prepare for emergencies and support the missions of the American Red Cross by donating funds, blood, or time.

Al Rios, Mayor

FEB 14 2022

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022  
Originating Department: City Manager's Office

Interim City Manager: Chris Jeffers Interim City Manager: Chris Jeffers

**SUBJECT: PROCLAMATION DECLARING THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH**

**PURPOSE:** To declare the month of March as Women's History Month to recognize women's contributions to society.

**RECOMMENDED ACTION:** Mayor Al Rios will issue a Proclamation declaring the month of March 2022, as Women's History Month.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

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

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

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

# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

*Declaring*  
**Women's History Month**  
March 2022

*WHEREAS,* in 1987, Congress established Women's History month to celebrate the contributions American women had made to strengthen and lead the nation since its inception; and

*WHEREAS,* Women's History Month encourages us to recognize the unsung, under-represented roles women have played in the formation of our country both in the past and present; and

*WHEREAS,* Women's History Month honors women of every race, status, and ethnicity who have challenged the status quo; and

*WHEREAS,* Women's History Month shines light on women who made incredible sacrifices and displayed extraordinary courage and tenacity to procure equitable labor and social opportunities for future generations; and

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

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

**NOW, THEREFORE,** be it proclaimed on this 22<sup>nd</sup> day of February 2022 that **I, Al Rios, Mayor of the City of South Gate,** on behalf of the City Council and residents, do hereby declare March 2022 as Women's History Month and applaud women for all their contributions to society.

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

CITY MANAGER'S OFFICE

FEB 14 2022

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022  
Originating Department: City Manager's Office

Interim City Manager: Chris Jeffers Interim City Manager: Chris Jeffers

**SUBJECT: PROCLAMATION DECLARING MARCH 6<sup>TH</sup> AS WORLD LYMPHEDEMA DAY**

**PURPOSE:** To declare March 6<sup>th</sup> as World Lymphedema Day and to raise public awareness of the disease.

**RECOMMENDED ACTION:** Mayor Al Rios will issue a Proclamation declaring March 6, 2022, as World Lymphedema Day to promote awareness about the disease and support those living with Lymphedema.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** World Lymphedema Day is an annual advocate-driven celebration that was established by the Senate in 2016 to raise public awareness of the disease. March 6, 2022, marks the 7<sup>th</sup> annual anniversary of this commemoration day recognized around the globe in support of those living with a pre-existing condition. Over 250 million people are affected by lymphedema worldwide, leaving 40 million disfigured and incapacitated. Lymphedema can be caused by genetics, result of cancer treatments or physical trauma to the lymphatic system. Symptoms are characterized by heaviness and discomfort typically visible through swelling of limbs due to excessive fluid buildup, decreased range of motion, recurrent skin infections, ulcers as well as psychological effects including depression, anxiety and negative body image. These effects adversely impact the quality of life of an individual diagnosed with Lymphedema. Although there is no cure for this condition, it is recommended to drink plenty of water, exercise regularly, eat healthy, and seek compression treatment as well as physical therapy to help reduce swelling and discomfort.

The City Council encourages citizens to be aware of this disease and to support those living with Lymphedema.

**ATTACHMENT:** Proclamation



# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

*Declaring*  
**World Lymphedema Day**  
March 6, 2022

- WHEREAS,* in 2016, the United States Senate declared World Lymphedema Day on March 6<sup>th</sup> and since then, it has been recognized worldwide; and
- WHEREAS,* the common symptoms of Lymphedema include heaviness and discomfort typically visible through swelling of limbs due to excessive fluid buildup, decreased range of motion, recurrent skin infections, ulcers, as well as psychological effects including depression, anxiety, and negative body image; and
- WHEREAS,* Lymphedema is a disease that has affected over 250 million people worldwide leaving 40 million disfigured or incapacitated; this disease can be caused by genetics, as a result of cancer treatment or physical trauma to the lymphatic system; and
- WHEREAS,* Cancer survivors are most susceptible to this condition, up to 30% of women who survive breast cancer will get this debilitating disease as well as prostate and ovarian cancer patients; and
- WHEREAS,* Veterans most commonly suffer from Lymphedema because of battle injury or trauma from surgery, and in some cases, even children can be born with this disease; and
- WHEREAS,* although there is no cure for Lymphedema, drinking plenty of water, exercising regularly, eat healthy, and seek compression treatments and physical therapy to help reduce the swelling and discomfort are recommended.

*NOW, THEREFORE,* be it proclaimed on this 22<sup>nd</sup> day of February 2022, that **I, Al Rios, Mayor of the City of South Gate,** on behalf of the City Council, do hereby declare March 6, 2022, as World Lymphedema Day and encourage citizens to be aware of this disease and to support those living with Lymphedema.

Mayor Al Rios

FEB 16 2022

8:45 AM

# City of South Gate

CITY COUNCIL

## AGENDA BILL

For the Regular Meeting of: **February 22, 2022**

Originating Department: **Public Works**

Department Director:

  
Arturo Cervantes

Interim City Manager:

  
Chris Jeffers

**SUBJECT: ORDINANCE AMENDING SECTION 8.12.090 (PREFERENTIAL PARKING DISTRICTS), OF CHAPTER 8.12 (STOPPING, STANDING AND PARKING OF VEHICLES), OF TITLE 8 (TRAFFIC), OF SOUTH GATE MUNICIPAL CODE**

**PURPOSE:** To amend the South Gate Municipal Code with respect to how preferential parking districts are formed, modified and terminated. This item was continued from the City Council Meeting of February 8, 2022.

**RECOMMENDED ACTIONS:** The City Council will consider at the conclusion of the public hearing, waiving the reading in full and introducing an Ordinance amending Section 8.12.090 (Preferential Parking Districts), of Chapter 8.12 (Stopping, Standing and Parking of Vehicles), to Title 8 (Traffic), of the South Gate Municipal Code.

**NOTICING REQUIREMENTS:** A public hearing notice was duly published in the *Los Angeles Wave*, a newspaper of general circulation, on Thursday, January 27, 2022.

**FISCAL IMPACT:** None. However, additional revenue will be received from permit issuance as the number of resident and visitor permits allowed to be issued under the proposed ordinance will increase.

**ALIGNMENT WITH COUNCIL GOALS:** The Citywide Parking Study was included in the City Council's Fiscal Year 2018/19 Work Program to "Continue Creating and Protecting Strong and Sustainable Neighborhoods." The recommended action is pursuant to the Citywide Parking Study.

**ANALYSIS:** The Public Works Department, with input from the City Manager, Police Department, and the City Attorney's Office, has analyzed Section 8.12.090 (Preferential Parking Districts) and has determined that it would be advisable to make a number of changes to that Section. The proposed ordinance would modify that Section to make those changes. Primarily, those changes would modify the manner in which new districts may be proposed for the City Council's consideration, expand the number of short-term guest parking permits which may be issued, address the issuance of permits for parcels containing accessory dwelling units, add a new category of "special event" permits, and add additional exemptions to conform to state law. The

changes also include adding or modifying definitions of relevant terms to align with the definitions of those same terms contained in the Vehicle Code. A number of other minor changes are also proposed, for purposes of internal consistency and clarity.

The table below summarizes the proposed ordinance:

<b>Existing Ordinance</b>	<b>Proposed Amendment</b>
Proposal to initiate a proceeding to form a preferential parking district to be made by a petition signed by two-thirds majority vote.	A petition from residents to initiate the proceeding to form a preferential parking district may be denied at the City Manager's discretion.  In addition to residents, the City Manager shall have the authority to initiate a preferential parking district proceeding however pursuant to a parking study.
One parking permit may be issued per parcel with a single family residence, which is effective for a one-year period.	Two permits may be issued per parcel with a single family residence, including parcels that have an Accessory Dwelling Unit, which is effective for a two-year period.
Not Applicable	Parcels containing a garage or other structure that has been converted to a dwelling unit in violation of Chapter 11.43 of the zoning code shall not qualify to receive residential parking permits.
Visitor parking permits may be obtained once every six months for each for 14 days.	Provides two type of visitor parking permits. A one-day permit may be purchased daily. A seven-day permit may be purchased once every six months.
Does not include special event parking permits.	Authorizes the Chief of Police to temporarily suspend enforcement for City recognized holidays or special events.
Preferential Parking District Program is administered by Administrative Services Department.	Preferential Parking District Program is administered by the Police Department.
Preferential parking is in effect and enforced from 10:00 PM to 6:00 PM, unless otherwise approved by City Council.	Preferential parking is in effect and enforced during the time approved by the City Council at the time the preferential parking district is established by council action.
	Exempts commercial vehicles making pickups or deliveries of goods, wares, merchandise, and/or construction materials and vehicles operated by gardeners, plumbers, electricians, pest-control companies, and other persons providing services to residents in the district.

Currently, there are seven preferential parking districts in the City located on Calden Ave, Beaudine Ave, Glenwood Place, Cypress Ave, Bowman Ave, Hildreth Ave and Benson Way (See Attachment C). The proposed ordinance changes will take effect within the existing districts. While the ordinance won't affect the boundaries of the existing districts or the hours in which parking is controlled within those districts, the ordinance will affect the how those can be changed, and will change the manner in which parking permits within those districts are issued in the future.

The City Council continued the public hearing on February 8, 2022 to provide residents living within a preferential parking district an opportunity to provide input on the proposed ordinance revisions. The Public Works Department mailed letters to residents informing them of the proposal to revise the preferential parking district ordinance and inviting them to participate in the public hearing.

**BACKGROUND:** On-street parking issues on residential streets have been prevalent citywide for many years. The common issue is that it is difficult to find parking on residential streets, particularly in the evening hours and on weekends. Demand for parking exceeds parking availability in many of the City's residential neighborhoods. According to input received from residents, the range of issues that contribute to the parking problem is vast. On October 12, 2021, the City Council approved the Citywide Parking Study. The study included a multi-faceted strategy to enhance parking conditions over the short-, mid- and long-term. It established a set of eight guiding principles that are supported with a toolkit of 181 parking solutions. The priority tool kit included 34 priority recommendations within which was a recommendation to revise the preferential parking district, as follows:

- Guiding Principal Area #1, 1.02 - Pursue City Council approval to modify programs, policies, and ordinances that impact on-street parking conditions, such as, Preferential Parking Districts (PPD), parking restrictions, development policies, private property improvements, etc.
- Guiding Principal Area #2, 2.04 - Implement pilot programs in advance of implementing parking solutions that could be impactful to the community, such as area wide Preferential Parking Districts and marking of on-street parking stalls.
- Guiding Principal Area #2, 2.05 - Prioritize the assessment of the City's Preferential Parking District and recommend improvements to optimize its effectiveness.

The long range plan in the parking study included other recommendation such as the following:

- Guiding Principal Area #2, 2.12 - Create a standardized process to review, approve and administer new preferential parking districts throughout the City.
- Guiding Principal Area #8, 8.10 - Increase the number of allowable permits per property.
- Guiding Principal Area #8, 8.13 - Establish a process to remove or redefine existing residential preferential parking districts, achieved in a similar way as the petition and parking survey count method proposed as the basis for establishing new residential parking restrictions.

The current process to establish a preferential parking district includes a petition signed by 66% of residents, a survey by the Public Works Director to verify the petition with one vote per parcel,

a public hearing of the proposed district, consideration by the City Council and implementation by the Public Works Department. The proposed ordinance provides that the City Manager may also approve initiating the process to establish a preferential parking district pursuant to a parking study after which the Director of Public Works may conduct the survey.

The Citywide Parking Study was developed with a sound understanding of community concerns and preferred parking solutions as civic engagement was a high priority. As a part of the process, five community meetings were held in January 2019, with over 400 participants. Subsequently, an online survey was held in the month of April 2019, with 762 participants. Thousands of comments were received from over 1,200 residents. The parking solutions were prepared considering the input received from these residents. Therefore, residents provided input that led to the recommendation to amend the preferential parking district ordinance.

As noted above, on October 12, 2021, the City Council approved the Citywide Parking Study. Actions have been taken to implement it. Some examples include activating the Parking Task Force; restriping a segment of Atlantic Avenue to increase on-street parking capacity; adopting a Resolution authorizing a modification to the California Vehicle Code Section 22514, to reduce the stopping, parking or standing distance restriction from 15 feet to at least 5 feet on both side of a fire hydrant, where necessary to increase parking capacity; and initiating a parking pilot program on Firestone Plaza.

Pursuant to the authority granted by Vehicle Code sections 22507 and 22507.5, the City has the power to create parking districts and to grant preferential parking rights to users thereof. This enables the City to alleviate parking shortages in residential and other neighborhoods by establishing permit systems that allow overnight, on-street parking only by residents and that create restrictions on daytime parking in certain business areas and school zones. The process for the creation, modification and termination of these preferential parking districts and the issuance of related parking permits is set forth in Section 8.12.090 (Preferential Parking Districts) of the South Gate Municipal Code.

**ATTACHMENTS:**

- A. Proposed Ordinance
- B. Public Hearing Notice
- C. Existing Preferential Parking District
- D. Letter to Residents

AC/CH:lc



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

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, AMENDING SECTION 8.12.090 (PREFERENTIAL PARKING  
DISTRICTS), OF CHAPTER 8.12 (STOPPING, STANDING AND PARKING OF  
VEHICLES), OF TITLE 8 (TRAFFIC), OF THE SOUTH GATE MUNICIPAL CODE**

**WHEREAS**, Section 8.12.090 (Preferential Parking Districts) of the South Gate Municipal Code authorizes the City to create parking districts and to grant preferential parking rights to users thereof, pursuant to the authority given to the City under Vehicle Code Sections 22507 and 22507.5; and

**WHEREAS**, the City Council deems it advisable to amend Section 8.12.090 (Preferential Parking Districts) to modify the types of preferential parking rights available, to modify the ways in which those rights are issued, and to make other changes to said Section.

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

**SECTION 1.** Section 8.12.090 of the South Gate Municipal Code is hereby amended as specified on Exhibit “A” attached hereto and incorporated herein by this reference, by deleting the stricken words and adding the underlined words.

**SECTION 2.** All references herein to “this Ordinance” shall include, without limitation, the text set forth in Exhibit “A” attached hereto.

**SECTION 3.** If any Section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 4.** This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

**SECTION 5.** 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 \_\_\_\_\_ day of \_\_\_\_\_, **2022.**


**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

## 8.12.090 Preferential parking districts.

A. Purpose. This section is enacted pursuant to authority granted by Sections [22507](#) and [22507.5](#) of the Vehicle Code to alleviate serious problems in certain residential areas of the city due, in part, to the demand for on-street parking in densely populated residential neighborhoods, the misuse of available off-street parking, the parking of motor vehicles on streets therein by nonresidents thereof for extended periods of time, and the ignoring underuse of public transit alternatives to automobile travel available to said nonresidents, resulting in neighborhood decline in said areas by reason of traffic congestion, noise, air pollution, traffic hazards, and inability of residents therein to park their motor vehicles near their residences.

B. Definitions. For the purpose of this section, the following words and phrases are defined and shall be construed as hereinafter set out unless it shall be apparent from the context that they have a different meaning:

“Commercial vehicle” means any vehicle having any of the following attributes: (i) more than two axles, (ii) a length in excess of or any single commercial vehicle or combination of said vehicles which exceed twenty feet; (iii) a width in excess of in length, any single commercial vehicle or combination of said vehicles ninety inches or more in width, or any single commercial vehicle or combination of said vehicles having; (iv) a manufacturer’s gross vehicle weight rating of ten thousand pounds or more; or (v) any other motor vehicle identified in Section 260(a) of the California Vehicle Code. A commercial vehicle includes a truck tractor, but does not include a large motor vehicle or nonmotorized vehicle as defined herein or a pickup truck without a camper or sports utility vehicle.

“Commuter vehicle” means a motor vehicle owned or controlled by a person who is not a resident of a residential parking permit area and is parked in a residential parking permit area.

~~“Director of finance” means the director of the finance department or his/her designee.~~



“Director of public works” means the director of public works or his/her designee.

“Guest” means any person visiting, or intending to visit, for any purpose, a resident in the preferential parking district.

“House car” means a motor vehicle originally designed, or permanently altered, and equipped for human habitation, or to which a camper has been permanently attached. A motor vehicle to which a camper has been temporarily attached is not a house car unless the motor vehicle has an axle that is designed to support a portion of the weight of the camper.

“Large motor vehicle” means any house car, pickup truck with camper, recreational vehicle or other vehicle that measures more than twenty-two feet in length or is more than ninety-six inches in width. The term “large motor vehicle” does not include a commercial vehicle as defined herein, a pickup truck without a camper or sports utility vehicle.

“Motor vehicle” means a passenger vehicle, pickup truck without a camper, or sports utility vehicle. House cars are excluded.

“Multifamily dwelling units” means detached or attached conforming or nonconforming apartments, condominiums, town homes, duplexes, triplexes, and fourplexes, etc.

“Nonmotorized vehicle” means any trailer or any other device that is not self-propelled.

“Parcel” means property with one or more single-family dwelling units.

“Petition” means a formal request signed by a two-thirds majority of the voters for creation, termination, and/or amending amendment of a preferential parking district.

“Police chief” means the police chief or his/her designee.

“Preferential parking district,” “district” or “zone” means both sides of a residential street segment(s) between intersections, designated by resolution of the city council, wherein vehicles displaying a valid parking permit shall be exempt from parking restrictions established pursuant to the provisions of this chapter. Districts may include commercial streets however only for the side of the street segment that is entirely developed with residential properties. All

applicable California Vehicle Code and South Gate Municipal Code sections shall be observed.

“Property owner” means the name(s) appearing on the last equalized assessment roll for the property.

“Resident” means a person who lives in a single-family dwelling unit with an address in the specific residential parking permit district.

“Single-family dwelling unit” means a detached building designated exclusively for occupancy by one family.

“Survey” means a form approved by the director of public works and signed by a two-thirds majority of the residents, in case of single-family dwelling units, and property owners, in case of multifamily dwelling units or businesses, within the proposed district.

“Truck tractor” means a motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load, other than a part of the weight of the vehicle and the load so drawn.

“Voters” means residents of a single-family dwelling unit, property owners of multifamily dwelling units or businesses, and authorized representatives of property owners of multifamily dwelling units such as a property manager or resident manager; provided, that not more than one vote per parcel shall be counted.

C. Designation, Termination, or Amendment ~~Process~~ of Preferential Parking Districts Upon Petition of Residents.

~~There shall be two procedures for establishing a preferential parking district~~

~~—Petition of Residents~~

1. Upon receipt of a written petition signed by a two-thirds majority (66%) of the voters in favor of creating, terminating, and/or amending a preferential parking district for the length of a street segment terminating at two intersections, and identifying the time during which parking is proposed to be restricted within said district, the director of public works shall submit the petition to the city manager. The city manager shall, at his or her discretion, approve the petition or deny the petition. If the city manager approves the petition, he or she shall direct the director of public



works to conduct a survey to verify the petition. If the city manager denies the petition, the director of public works shall not conduct a survey.

2. The survey must have at least a two-thirds majority of the voters (one vote per parcel) in favor of creating, terminating, and/or amending a preferential parking district. The survey shall indicate and set forth the positive desire of all signatories for preferential parking privileges by affixing their signature, printed name, and address to the survey calling for the creation, termination, and/or amendment of a proposed district, and the time during which parking is proposed to be restricted within the proposed district. Regarding the one-vote-per-parcel requirement, if the parcel contains an accessory dwelling unit, the vote must be cast by the resident(s) of the primary dwelling and not by the resident(s) of the accessory dwelling unit. Moreover, in any other situation in which the parcel contains multi-family dwelling units, the vote must be cast by the owner of the parcel and may not be cast by any other resident of any accessory dwelling unit, apartment, condominium or other dwelling unit located on the parcel.

3. A public hearing shall be held on the “proposed district.” The city clerk shall mail notice of the hearing at least ten days prior to the hearing to all property owners, residents and commercial occupants within the proposed district.

4. At the conclusion of the public hearing, the city council may designate, by resolution, upon the streets thereof, the preferential parking districts, and the director of public works is authorized to establish parking restrictions. The resolution shall establish the streets and boundaries of such district.

5. No resolution designating a preferential parking district shall be enforceable until the thirty-first day following the date of installation of signs or markings giving notice of the designation of the preferential parking district.

6. Nonconforming/conforming apartments, condominiums, duplexes, triplexes, fourplexes, and/or townhouses, and business, etc., shall be included in preferential parking district voting proceedings for creation, termination, and/or amending preferential parking district.



7. The city council may create, terminate, and/or amend a preferential parking district upon receipt of the petition and completion of a survey containing signatures and printed name and address of at least a two-thirds majority of the residents, one vote per parcel, within the existing or proposed district.

8. No new petition will be accepted within ~~six~~ twelve months of the adoption of a resolution by the city council creating, terminating, and/or amending a preferential parking district.

~~9. Preferential parking districts (zones) shall comply with the requirements of this section effective December 31, 2007.~~

940. Notwithstanding subsection (C)(8) of this section, the city council may, without any prior notice, by resolution, terminate and dissolve any previously established district.

#### D. Designation, Termination, or Amendment of Preferential Parking Districts Upon Recommendation of City Manager

1. The City Manager, or his or her designee, may at any time and from time to time cause an area-specific or street-specific parking study to be conducted to evaluate whether parking shortages in that street or area could be materially alleviated by the establishment of a new (or amendment of an existing) preferential parking district, or to evaluate whether an existing preferential parking district should be terminated.

2. Concurrent with or following that study, the city manager may cause the director of public works to conduct a survey within the proposed district to secure input from residents as to whether they support creating, terminating, and/or amending the preferential parking district being considered by the city manager. The survey shall indicate the area comprising the district. The survey shall indicate the parking restrictions to be imposed within the district (where a new district is to be established or an existing district is to be modified) or removed (where an existing district is to be terminated). Residents may respond to the survey but are not required to do so. Each resident who chooses to respond must indicate his or her name and address, sign the response, and return it to the public works department by the time specified in the survey instructions. The response deadline shall not be sooner than thirty (30) days after the



date on which the survey is distributed to residents. The results of the survey shall be advisory only, and shall not be determinative of whether or not the district shall be established, modified or terminated.

3. Based on the results of the traffic study and the resident survey, the city manager may recommend to the city council, or may designate the director of public works to recommend to the city council, at a noticed public hearing, that the preferential parking district be established, amended or terminated.
4. Following that hearing, the city council may by resolution or ordinance establish a new preferential parking district, or amend or terminate an existing preferential parking district, based on the city manager's or director of public works' recommendation. In establishing a new or modifying an existing district, the city council shall establish the streets and boundaries of the district and the time(s) during which parking is proposed to be restricted within the district.
5. No resolution or ordinance designating a preferential parking district shall be enforceable until the thirty-first day following the date of installation of signs or markings giving notice of the designation of the preferential parking district.
6. Nonconforming/conforming apartments, condominiums, duplexes, triplexes, fourplexes, and/or townhouses, and business, etc., shall be included in preferential parking district voting proceedings for creation, termination, and/or amending preferential parking district.
7. Notwithstanding anything in this subsection (D), the city council may, without any prior notice, by resolution, terminate and dissolve any previously established district.

**DE.** Permits—Issuance.

1. The police chief ~~director of finance~~ shall issue preferential parking permits. Preferential parking permits shall be of two types: residential parking permits, and guest parking permits.
2. Residential parking permits may be issued as follows:



a. A parcel which contains one single family residence and no other residences is entitled to receive up to two (2) residential parking permits. A parcel which contains one or more Accessory Dwelling Units (ADU) for which a permit has been issued in accordance with Chapter 11.43 of this zoning code shall be entitled to one (1) residential parking permit for the primary dwelling and one (1) residential parking permit for the first permitted ADU. Notwithstanding the foregoing, in no event shall more than two (2) parking permits be issued for any parcel, regardless of the number of dwelling units on that parcel. Further notwithstanding the foregoing, a parcel containing a garage or other structure that has been converted to a dwelling unit in violation of Chapter 11.43 of this zoning code shall not qualify to receive any residential parking permits. A parcel containing an apartment building or condominium building, or otherwise developed with multifamily dwelling units, shall be entitled to receive only one (1) residential parking permit, which shall be issued to the owner of the apartment building or to the condominium owners association. ~~One residential parking permit may be issued to the resident for each parcel upon which one single-family dwelling unit exists.~~ ~~If multifamily dwelling units exist on one parcel, then one residential parking permit may be issued to the property owner or his/her authorized representative. If a single-family dwelling unit or multiple-family units straddle a parcel line of a legally plotted lot, or if more than one adjacent parcel are held in common ownership, and used in conjunction with a single-family dwelling unit or multiple-family dwelling units, the owner, in case of multifamily dwelling units, and owner/tenant, in case of single-family dwelling unit, shall be entitled to one residential parking permit.~~ For each residential permit, the following are required:

- i. A completed application form in the resident's name and address;
- ii. A current DMV vehicle registration for each vehicle as to which the applicant is requesting a permit;
- iii. Proof of residency/ownership in the resident's/owner's name reflecting the permit address in the district. Acceptable proof of residency shall be a current vehicle registration, a utility bill, car insurance policy, driver's license or lease agreement. In case of



more than one dwelling unit per parcel, the applicant shall be the property owner who shall designate the permittee.

3.        Guest parking permits may be issued as follows:

~~ba. One or more guest parking permits may be issued per each residence within the district. parcel upon which one single-family dwelling unit exists. If multifamily dwelling units exist on one parcel, then one guest parking permit may be issued to the property owner or his/her designee. If a single-family dwelling unit or multiple-family dwelling units straddle a parcel line of a legally plotted lot, or if more than one adjacent parcel are held in common ownership, and used in conjunction with a single-family dwelling unit or multiple-family dwelling units, the owner, in case of multifamily dwelling units, and the owner/tenant, in case of single-family dwelling units, shall be entitled to one guest parking permit.~~

b. There shall be two types of guest parking permits: a one (1) day visitor guest parking permit and a seven (7) day visitor guest parking permit. The one day visitor guest parking permit may be purchased once per day and is valid for no more than 24 hours commencing at noon on the day of issuance and expiring at noon on the following calendar day. The seven (7) day visitor guest parking permit may be purchased once every six months and is valid for no more than fourteen seven (7) consecutive calendar days. Use of a guest permit is limited to visitors and providers of services to the resident and is not limited to a particular vehicle. The resident is responsible for the proper use of the guest parking permit. For each guest parking permit, the following are required:

i. A completed application form;

~~ii. A current DMV vehicle registration for each vehicle as to which the applicant is requesting a guest parking permit;~~

iii. Proof of residency/ownership in the resident's/owner's name reflecting the permit address in the district. Acceptable proof of residency shall be a current vehicle registration, a utility bill, car insurance policy, driver's license or lease agreement.



~~34. — Residents of a single family dwelling unit or property owners (or their authorized representatives) of multiple family dwelling units may obtain one additional permit from the director of finance if satisfactory evidence can be provided that one or more of the following conditions exist on the property:~~

~~a. — Unique physical conditions, not created by the property owner, limiting the resident's ability to park motor vehicles on site, such as driveway access limitations.~~

~~b. — Insufficient on-site parking spaces available to the residents during the hours that preferential parking restrictions are in effect.~~

~~c. — All code allowed (legally authorized) parking areas are being used for parking purposes by current licensed and operable vehicles.~~

~~d. — Other justifications as stipulated in subsection N of this section.~~

~~The applicability of the requested one additional permit shall be determined and approved at the sole discretion of the finance director.~~

4. Preferential parking permits may be issued only for motor vehicle(s) such as passenger, noncommercial vehicles, pickup trucks, and vans, and only upon application of a resident or property owner whose legal address is on a street, or portion thereof, designated as part of a preferential parking district.

5. Preferential parking permits are prohibited for motorcycles and the following type of vehicles: ~~vehicles over twenty feet long, over five tons,~~ commercial vehicles ~~(s) such as: taxicabs, tow trucks,~~ large motor vehicles ~~(s) such as motor homes, bob tail trucks,~~ nonmotorized vehicles ~~(s) such as boat trailers, travel trailers, utility trailers~~ and other similar vehicles as defined in applicable sections of the California Vehicle Code and/or the South Gate Municipal Code.

6. Permits shall be issued to currently licensed and operable vehicles. Unregistered or inoperable vehicles are ineligible to receive permits.

7. No permit shall be issued for parking a vehicle which has a gross weight in excess of the maximum vehicle weight permitted on the street upon which the vehicle will be parked.



8. A preferential parking district permit shall not guarantee or reserve to the permit holder thereof an on-street parking space within the designated preferential parking district.

9. No permit shall be issued to any applicant until that applicant has paid all of his or her outstanding parking citations, including civil penalties, and/or any related fees.

EE. Permit—Application and Term.

1. Each residential parking permit shall be issued by the police chief ~~director of finance~~ and shall be valid for two calendar years from January 1 of the first year to December 31 of the second year. ~~a term of twelve-month period.~~ A permitted resident shall be responsible to renew his/her permit ~~annually on the anniversary date of the original permit issuance.~~ Permits may be renewed annually by filing a renewal application with the police chief ~~director of finance~~ (or online if and when available). Each permit or renewal application shall be submitted to the police chief ~~director of finance~~ and shall contain such information as the police chief ~~director of finance~~ deems necessary for the proper processing of the application. The application shall also contain a statement to the effect that the applicant agrees that the permit applied for may not be sold or transferred in any manner, except that a guest permit may be used by various visitors and service people visiting the applicant's residence. The application shall also state that the sale or transfer of a permit in violation of this section shall be subject to a fine in the amount of one hundred dollars (or such other amount specified on the city's schedule of fees as approved by the city council from time to time), and that any misuse of any permit issued under this section is grounds for revocation of the permit by the police chief pursuant to this section.

2. An application may be submitted by either the owner of the property for which a permit is sought or the tenant of such property, but in the case of an application submitted by a tenant, the owner of the property shall also be required to sign the application. A written notarized authorization from property owner consenting to issuance of a parking permit to the tenant can be used in lieu of property owner's signature on the application.

~~3. In case a property is owned by more than two owners, the signatures of all owners are required. In case the property is owned by a partnership, the signature of all partners is required.~~

~~FG.~~ Permit—Fee. Applications for issuance of initial permits, renewal permits, guest permits, transfer permits in the case of a holder of a permit in one preferential parking district moving to another preferential parking district and desiring a new permit for the latter district, or a replacement permit in the case of a lost or mutilated permit, shall be filed with the ~~police chief~~ ~~director of finance~~ and shall be accompanied by such nonrefundable fee therefor as may be established from time to time by resolution of the city council. The ~~police chief~~ ~~director of finance~~ shall not issue a replacement permit unless the ~~police chief~~ ~~director of finance~~ has received satisfactory evidence that the permit being replaced has been lost or mutilated. Fees for preferential parking permits and/or signs including but not limited to annual permits, renewals, guest parking permits, transfer permits, etc., shall be established by resolution of the city council.

~~GH.~~ Permits—Display. Residential parking permits shall be firmly attached to the vehicle as directed by the ~~police chief~~ ~~finance director~~.

~~HI.~~ Permits—Revocation or Fine for Misuse.

1. The police chief is authorized to revoke a preferential parking permit of any person found to be in violation of any of the provisions of this chapter and, upon the written notification thereof, such person shall surrender the permit to the police chief or prove its destruction or disfigurement to the police chief's satisfaction. Additionally, the sale or transfer of a permit in violation of this section shall constitute an infraction punishable by a fine of one hundred dollars (or such other amount specified on the city's schedule of fees as approved by the city council from time to time).

2. The police chief is authorized to revoke a preferential parking permit of any vehicle that is unsafe, or constitutes an attractive nuisance, or has been parked in the district for more than seventy-two hours.

3. Any person whose preferential parking permit has been revoked shall not be issued a new permit until expiration of a period of one year following the date of revocation and until such person has met the



application requirements and has paid the fee required for a renewal permit.

**IJ.** Signposting. The director of public works shall place and maintain or cause to be placed and maintained in the district appropriate preferential parking signs, indicating thereon the parking limitation applicable to the district and the exemption of vehicles with permits.

**JK.** Enforcement of Preferential Parking. Preferential parking referenced in this chapter shall be in effect and enforced during the hours set by the city council at the time the preferential parking district is established by council action. of ten p.m. to six a.m. unless otherwise approved by the city council. Notwithstanding the foregoing, the police chief is authorized in his or her discretion to temporarily suspend enforcement in any or all such districts (i) on holidays recognized by the City or (ii) to avoid conflict with special events being held in or adjacent to the district in which enforcement is to be temporarily suspended.

**KL.** Parking Privileges for Permit Holders. Any motor vehicle displaying valid, unrevoked preferential parking permits may be parked on any of the streets or portions of streets in the preferential parking districts for which said permits have been issued without being limited by time restrictions on parking, other than those in effect for purposes of street sweeping or of prohibiting parking or stopping at any time or for the purpose of prohibiting parking more than seventy-two consecutive hours, set forth in this title and applicable generally to parking of vehicles. Preferential parking permits shall not guarantee or reserve to the holder thereof any on-street parking space.

**LM.** Exempt Vehicles. Except as provided below, all other motor vehicles parked within a preferential parking district shall be subject to the parking restrictions and penalties as provided by applicable provisions of this section, California Vehicle Code and other applicable state law:

1. Vehicles owned or operated by any governmental agency, or contractor of a governmental agency, or utility company, being used in the course of business;
2. Emergency life support and health care vehicles being used in the course of business;

3. Vehicles displaying a special valid license plate or placard pursuant to Section 22511.5 of the California Vehicle Code.

4. Commercial vehicles making pickups or deliveries of goods, wares, merchandise, and/or construction materials.

5. Vehicles operated by gardeners, plumbers, electricians, pest-control companies, and other persons providing services to residents in the district.

MN. Violations Designated Unlawful Acts.

1. No person shall falsely represent himself or herself as eligible for preferential parking permits or furnish false information in an application therefor to the South Gate Police Department~~finance department~~.

2. No person shall park or leave standing in a preferential parking district a motor vehicle on which is displayed a preferential parking permit which has been issued pursuant to the provisions of this section for a different passenger motor vehicle, ~~pickup truck, or van~~.

3. No person shall copy, produce, or otherwise bring into existence a facsimile or counterfeit preferential parking permit.

4. No person shall park or leave standing in a preferential parking district a motor vehicle on which is displayed a facsimile or counterfeit preferential parking permit.

5. No person whose preferential parking permit has been revoked shall refuse or fail to surrender the permit to the police chief ~~director of finance~~ when requested by the police chief, ~~or the administrative services~~ director, in writing, to do so.

6. No person shall park or leave standing in a preferential parking district a motor vehicle on which is displayed an expired preferential parking permit.

7. No person shall park or leave standing in a preferential parking district a motor vehicle on which is not displayed a valid preferential parking permit.

8. Violation of this section shall constitute an infraction.

**NO.** Rules and Regulations. The ~~police chief~~director of finance, from time to time, may promulgate rules and regulations consistent with the purpose and provisions of this section to facilitate implementation of this section, which rules and regulations may include, but need not be limited to, procedures for the application, issuance of additional permits and renewal of permits and display of permits hereunder and provision for a limitation of the number of permits that may be issued per parcel.

(Ord. 2234 § 1, 9-25-07; Ord. 2219 § 1, 9-26-06; Ord. 1958 § 1, 9-28-93; Ord. 1931 § 3, 11-10-92; Ord. 1919 § 1 (part), 7-14-92)



JAN 25 2022

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 introducing an Ordinance amending Chapter 8.12.090 of the South Gate Municipal Code pertaining to preferential parking districts.


A copy of the Ordinance may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is schedule for:

DATE: February 8, 2022  
TIME: 6:30 p.m.

The Public Hearing meeting will be conducted through videoconferencing without a physical location from which members of the public may observe and offer public comment. Any comments may be made in person at the hearing or in writing to the City Clerk or the City Council prior to the hearing. You may access the hearings through Zoom or a phone call. Due to changes related to COVID-19, please visit the City's website and view the agenda prior to the meeting to confirm meeting zoom link and public comments option.

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

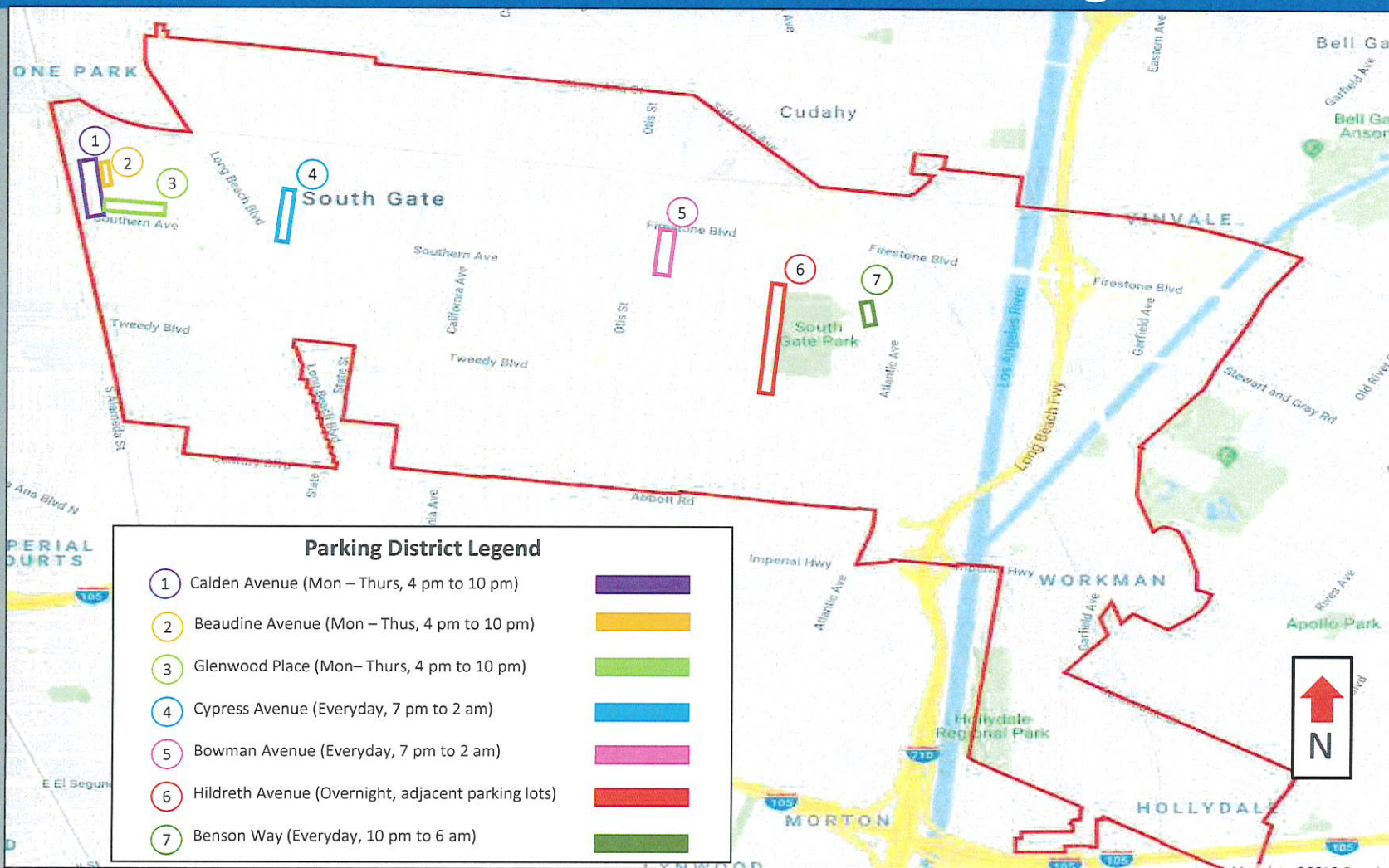
THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated January 25, 2022.

  
Carmen Avalos, City Clerk

Publication Date: January 27, 2022

Account Number: 100-701-31-6302

# City of South Gate – Preferential Parking Districts







## Public Works Department

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works

8650 California Avenue, South Gate, CA 90280-3004

P: (323) 357-9657 F: (323) 563-9572

[www.cityofsouthgate.org](http://www.cityofsouthgate.org)

February 10, 2022

### *Subject: Preferential Parking District*

The City of South Gate (City) is in the process of amending the South Gate Municipal Code with respect to how preferential parking districts are formed, modified and terminated. A Public Hearing was held at the City Council Meeting of February 8, 2022, to consider the amendments proposed. The City Council continued the Public Hearing to provide residents that live within an existing preferential parking districts an opportunity to participate in the review process. The Public Hearing was continued to the Regular City Council Meeting of February 22, 2022. If you would like to participate, the meeting will be held virtually through Zoom starting at 6:30 PM. Call-in information will be available on the Regular City Council Meeting Agenda which will be posted on the City's website at [www.cityofsouthgate.org/agendacenter](http://www.cityofsouthgate.org/agendacenter), by February 17, 2022.

Attached, please find a copy of the agenda bill that was presented to the City Council at the February 8, 2022 City Council Meeting. It includes the proposed revisions to the preferential parking district ordinance. The following summarizes the proposed amendments.

- Provides authority to the City Manager to initiate proceedings to form a preferential parking district pursuant to a parking study. Provides City Manager discretionary authority to accept or deny petitions to initiate proceedings to form a preferential parking district submitted by residents.
- Authorizes the issuance of two parking permits per parcel with a single-family residence, including parcels that have an Accessory Dwelling Unit. Parcels containing a garage or other structure that has been converted to a dwelling unit in violation of Chapter 11.43 of the zoning code shall not qualify to receive parking permits. Parking permits shall be effective for a two-year period.
- Preferential Parking District Program shall be administered by the South Gate Police Department authorizing them to temporarily suspend enforcement for City recognized holidays or special events.
- Preferential parking districts shall be in effect and enforced during the time approved by the City Council at the time that a preferential parking district is established.
- Exempts commercial vehicles making pickups or deliveries of goods, wares, merchandise, and/or construction materials, and vehicles operated by gardeners, plumbers, electricians, pest-control companies, and other persons providing services to residents in the district.

Please contact Jose Loera, City Traffic Engineer, at [jjloera@sogate.org](mailto:jjloera@sogate.org) or at 323-563-9578 if you have any questions.

Sincerely,



Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works

AC:lc  
l-ac174

cc: Jose Loera, City Traffic Engineer

Attachment: Agenda Bill dated February 8, 2022 – Preferential Parking District Ordinance Amendment

CITY MANAGER'S OFFICE

FEB 16 2022

12:30pm


City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022

Originating Department: Community Development

Department Director:   
Meredith Elguira

Interim City Manager:   
Chris Jeffers

**SUBJECT: ORDINANCE ADDING AND AMENDING CERTAIN SECTIONS OF TITLE 11 (ZONING) AND TITLE 12 (SUBDIVISIONS) OF THE SOUTH GATE MUNICIPAL CODE TO REVISE HOUSING ORDINANCES TO CONFORM TO UPDATED STATE HOUSING LAWS**

**PURPOSE:** To consider the Planning Commission’s recommendation to add and to amend certain Sections of Title 11 (Zoning) and Title 12 (Subdivisions) regulating housing ordinances to conform to new State law requirements established by Senate Bill 9 (“SB9”).

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

- a. Waiving the reading in full and adopting an Ordinance adding Section 11.25.110 (Two residential units on the same lot in the NL Zone) and Section 11.25.120 (Floor to area ratios (FAR) and minimum lot size for certain housing development projects) of Chapter 11.25 (Residential neighborhood zones), amending Section 11.31.030 (Definitions), Section 11.31.050 (Incentives), Section 11.31.060 (Affordable housing requirements) and Section 11.31.070 (Affordable housing agreement) of Chapter 11.31 (Density bonus for affordable housing); amending Section 11.43.040 (General provisions) of Chapter 11.43 (Accessory dwelling units and accessory structures); and adding Section 11.50.060 (Additional rules regarding housing development projects and emergency shelters) of Chapter 11.50 (Administration) of Title 11 (Zoning); and amending Section 12.10.070 (Final map) and adding Section 12.10.080 (Ministerial approval of parcel map for an NL Zone residential lot split) of Chapter 12.10 (Procedures) of Title 12 (Subdivisions) of the South Gate Municipal Code (SGMC), to revise the City’s housing ordinances to match recent changes to state housing laws; and
- b. Accept the determination that the proposed amendment is Exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17.

**FISCAL IMPACT:** There is no fiscal impact associated with the recommended action.



**PUBLIC NOTIFICATION:** Advertising and notification of the public hearing for this item was conducted in compliance with Chapter 11.50 of Title 11 of the South Gate Municipal Code. Notice of the hearing was posted and published in the South Gate Press newspaper on February 10, 2022.

**ENVIRONMENTAL REVIEW:** The adoption of this Ordinance does not constitute a Project for purposes of the California Environment Quality Act (“CEQA”). Pursuant to Section 15378 and Public Resources Code Section 21065, such an amendment can only constitute a Project if it will cause a direct physical change in the environment (or a reasonably foreseeable indirect physical change in the environment). Here, no such change will result from the amendments contemplated by this Ordinance, because (a) the Ordinance merely enacts revisions necessary to comply with state law mandates, (b) the Ordinance does not involve any commitment to any specific project, and (c) any future project which will be subject to the amendments enacted by this Ordinance will be subject to CEQA review. If this Ordinance were to be deemed a Project under CEQA, this Ordinance has no likelihood of causing a significant negative effect on the environment. This Ordinance is exempt from the application of CEQA, pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

**ANALYSIS:** On January 18, 2022, the Planning Commission adopted Planning Commission Resolution 2022-01, recommending the City Council approve Zoning Code Amendment No. 172 and adopt an Ordinance, amending Title 11, Chapters 11.25, 11.31, 11.43 and 11.50; and Title 12, Chapter 12.10 of the South Gate Municipal Code (“SGMC”), to revise the City’s housing ordinances to match recent changes to state housing laws.

The senate and assembly bills listed below changed state laws in a manner which causes the current SGMC housing ordinances to conflict with the new state laws:

- SB 8 extends provisions of the Housing Crisis Act.
- SB 9 pertains to duplexes and lot splits.
- SB 290 pertains to the State Density Bonus Law.
- SB 478 pertains to minimum floor area ratios and lot coverage standards.
- SB 728 pertains to the purchase of density bonus units by nonprofit housing organizations.
- AB 345 pertains to separate conveyances of accessory dwelling units.

The proposed text amendment, in compliance with state law, would not restrict the construction of residential units, but instead make it easier to repurpose single-family lots for multi-family use and also provide additional development guidance related to additional housing.

**BACKGROUND:** Recent Senate and Assembly Bills addressing California’s ongoing housing affordability crisis were signed into law in 2021 and became effective on January 1, 2022. The laws aim to promote housing production, affordability, and increase density.

The proposed amendments to the SGMC would eliminate those conflicts and once again cause the City’s housing ordinances to conform to state law. Those amendments include changes to specify requirements and development standards within residential neighborhood zones, to provide incentives for the production of affordable housing, to amend standards regarding accessory

dwelling units, to provide administrative direction for zoning provisions and processes, and to also provide procedures for subdivision map processing.

Senate Bill 9 (“SB 9”) would ultimately allow for the ministerial approval of a total of four units to be located on one Neighborhood Low (NL) zoned parcel. The proposed provisions of the subject amendments would limit unit sizes to a minimum of 800 square feet where subdivided lots would be a minimum of 1,200 square feet in size. Side and rear setbacks would be a minimum of (4) feet from property lines, but this would not apply to existing and permitted structures.

Additional parking of one space per unit would only be required where the parcel is not located within one-half mile walking distance of either a major transit stop or high-quality transit corridor or where there is a car share vehicle located within one block of the parcel.

**ATTACHMENT:** Proposed Ordinance

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

CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE ADDING SECTION 11.25.110 (TWO RESIDENTIAL UNITS ON THE SAME LOT IN THE NL ZONE) AND SECTION 11.25.120 (FLOOR TO AREA RATIOS (FAR) AND MINIMUM LOT SIZE FOR CERTAIN HOUSING DEVELOPMENT PROJECTS) OF CHAPTER 11.25 (RESIDENTIAL NEIGHBORHOOD ZONES), AMENDING SECTION 11.31.030 (DEFINITIONS), SECTION 11.31.050 (INCENTIVES), SECTION 11.31.060 (AFFORDABLE HOUSING REQUIREMENTS) AND SECTION 11.31.070 (AFFORDABLE HOUSING AGREEMENT) OF CHAPTER 11.31 (DENSITY BONUS FOR AFFORDABLE HOUSING); AMENDING SECTION 11.43.040 (GENERAL PROVISIONS) OF CHAPTER 11.43 (ACCESSORY DWELLING UNITS AND ACCESSORY STRUCTURES); AND ADDING SECTION 11.50.060 (ADDITIONAL RULES REGARDING HOUSING DEVELOPMENT PROJECTS AND EMERGENCY SHELTERS) OF CHAPTER 11.50 (ADMINISTRATION) OF TITLE 11 (ZONING);, AND AMENDING SECTION 12.10.070 (FINAL MAP) AND ADDING SECTION 12.10.080 (MINISTERIAL APPROVAL OF PARCEL MAP FOR AN NL ZONE RESIDENTIAL LOT SPLIT) OF CHAPTER 12.10 (PROCEDURES) OF TITLE 12 (SUBDIVISIONS) OF THE SOUTH GATE MUNICIPAL CODE (SGMC), TO REVISE THE CITY'S HOUSING ORDINANCES TO MATCH RECENT CHANGES TO STATE HOUSING LAWS**

**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**, Chapter 11.25 (Residential Neighborhood Zones) of Title 11 (Zoning) of the South Gate Municipal Code contains ordinances pertaining to residential neighborhood zones within the City of South Gate, the stated purpose of which, according to Section 11.25.010 (Purpose and intent) of that Chapter, "is to specify the requirements and development standards within the residential neighborhood zones as established by the zoning map;"

**WHEREAS**, Chapter 11.31 (Density Bonus for Affordable Housing) of Title 11 (Zoning) of the South Gate Municipal Code contains ordinances pertaining to density bonuses for affordable housing, the stated purpose of which, according to Section 11.31.010 (Purpose and intent) of that Chapter, is "to provide incentives for the production of affordable housing in accordance with California Government Code Section 65915 *et seq.*;"



**WHEREAS**, Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) of Title 11 (Zoning) of the South Gate Municipal Code contains ordinances regarding accessory dwelling units and accessory structures, the stated purpose of which, according to Section 11.43.010 (Purpose and intent) of that Chapter, is to establish the standards for permitting accessory dwelling units on residential properties in accordance with Sections 65852.2, 65852.22 and 65852.26 of the California Government Code;

**WHEREAS**, Chapter 11.50 (Administration) of Title 11 (Zoning) of the South Gate Municipal Code contains administrative ordinances, the stated purpose of which, according to Section 11.50.010 (Purpose and intent) of that Chapter, is to establish “provisions and processes for public hearings, permits, appeals, and amendments for all land use activities subject to the regulations of” Title 11 (Zoning) of the South Gate Municipal Code; and

**WHEREAS**, Chapter 12.10 (Procedures) of Title 12 (Subdivisions) of the South Gate Municipal Code contains ordinances regarding procedures, which, according to Section 12.10.010 (General provisions) of that Chapter, “govern the preparation, filing, processing, approval, conditional approval, or modification of lot line adjustments, parcel map exemptions, tentative parcel maps, parcel maps, tentative tract maps, vesting tentative tract maps, and tract maps;”

**WHEREAS**, in 2021 the California legislature passed, and the Governor of California signed, a number of Senate Bills (“**SB**”) and Assembly Bills (“**AB**”) which affect housing in the State of California, and which will become effective January 1, 2022;

**WHEREAS**, those bills modify state law in ways that will cause the above-referenced Chapters of the South Gate Municipal Code to conflict with state law. Those bills are identified as follows and pertain to the following aspects of housing law:

- SB 8, which extends provisions of the Housing Crisis Act.
- SB 9, which pertains to duplexes and lot splits.
- SB 290, which pertains to the State Density Bonus Law.
- SB 478, which pertains to minimum floor area ratios and lot coverage standards.
- SB 728, which pertains to the purchase of density bonus units by nonprofit housing organizations.
- AB 345, which pertains to separate conveyances of accessory dwelling units;

**WHEREAS**, to avoid conflicts between the South Gate Municipal Code and state law, the City Council now wishes to modify Chapters 11.25 (Residential Neighborhood Zones), 11.31 (Density Bonus for Affordable Housing), 11.43 (Accessory Dwelling Units and Accessory Structures), and 11.50 (Administration) of Chapter 11 (Zoning) and 12.10 (Procedures) of Title 12 (Subdivisions) of the South Gate Municipal Code by addressing the requirements of those bills;

**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 January 18, 2022, and adopted Planning Commission Resolution No. 2022-01 recommending that the City Council approve Zoning Code Amendment No. 172 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 January 18, 2022, the Planning Commission adopted Resolution No. 2022-01 recommending that the City Council approve the amendment to the South Gate Zoning Code as set forth in this Ordinance.

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

**SECTION 1.** The City Council does hereby declare that the above recitals are true and correct and incorporated herein by reference. Based on these findings, the City Council determines the public health, safety, and general welfare of the City, its residents and property owners can benefit by amending the Zoning Code to conform to impending changes to state housing laws.

**SECTION 2.** All references herein to “this Ordinance” shall include the modifications set forth in Exhibit “A”.

**SECTION 3.** City Council approval of Zoning Code Amendment No. 172 and adoption of this Ordinance 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, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, 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 remainder of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each and every section, subsection, subdivision, sentence, clause, or phrase thereof, irrespective of the fact that any one of more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 5.** To the extent the provisions of the South Gate Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 6.** This Ordinance shall take effect on the thirty-first (31<sup>st</sup>) day after its adoption.

[The remainder of this page left blank intentionally.]

**SECTION 7.** 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 \_\_\_ th day of \_\_\_\_\_, 2022.

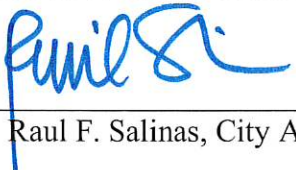
**CITY OF SOUTH GATE:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## Exhibit A

1. **New Section 11.25.110 is added to the South Gate Municipal Code and states as follows:**

### 11.25.110 Two Residential Units on the Same Lot in the NL Zone

A. In accordance with Government Code section 65852.21, and notwithstanding anything to the contrary set forth in Section 11.25.050 of this South Gate Municipal Code, a proposed housing development containing no more than two residential units within the NL zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:

1. The development is not located on a site that contains or is in farmland, wetlands, fire hazard zones, hazardous waste sites, earthquake fault zones, flood hazard areas, floodways, conservation plans, protected species habitat, or lands under a conservation easement, all as more particularly set forth in subsections (a)(6)(B) through (a)(6)(K), inclusive, of Government Code section 65913.4;

2. The development would not require demolition or alteration of housing which (a) is subject to a recorded covenant, ordinance or law that restricts rent levels to affordable persons and families of moderate, low or very low income, (b) is subject to any form of rent or price control through the city's valid exercise of its police power, or (c) has been occupied by a tenant in the last three years;

3. The development is not located on a parcel on which an owner of residential real property has exercised the owner's rights under Government Code Sections 7060 *et seq.* to withdraw accommodations from rent or lease within 15 years before the date that the developer submits the application;

4. The development does not involve demolition of more than twenty-five percent (25%) of the existing exterior structural walls, unless the housing development meets at least one of the following conditions: (a) if another city ordinance allows such demolition, or (b) the site has not been occupied by a tenant in the last three years; and

5. The development is not located within a historic district or property included on the State Historic Resources Inventory, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

B. Notwithstanding subsection A above, the city may require a setback of up to four (4) feet from the side and rear lot lines, except that no setback shall be required for an existing structure or new structure constructed in the same location and to the same dimensions as an existing structure. However, an application shall not be rejected solely because it proposes adjacent or connected

structures, provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

C. The City may consider any of the following conditions when considering an application for two residential units on a single parcel in the NL zone:

1. Off-street parking of up to one space per unit, except that the city shall not impose parking requirements in either of the following instances: (i) the parcel is located within one-half mile walking distance of either a major transit stop or high-quality transit corridor, as those terms are defined in Public Resources Code sections 21064.3 and 21155(b); or (ii) there is a car share vehicle located within one block of the parcel.

2. For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or if the percolation test has been recertified, within the last 10 years.

D. Notwithstanding subsection A above, the city may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

E. Any rental of any unit created pursuant to this Section 11.25.110 shall be for a term longer than thirty (30) consecutive days.

F. Notwithstanding Chapter 11.43 of this South Gate Municipal Code or Sections 65852.2 and 65852.22 of the Government Code, the city is not required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both (a) the authority contained within this Section 11.25.110 and Government Code Section 65852.21 and (b) the subdivision provisions contained in South Gate Municipal Code Section 12.10.080 and Government Code Section 66411.7. The effect of this is to prohibit more than four residential units on any existing and currently unsubdivided parcel in the NL zone.

G. The city shall include units constructed pursuant to this Section 11.25.110 in the city's annual housing element report as required by subparagraph (1) of paragraph (2) of subdivision (a) of Government Code Section 65400.

*Statutory Reference: Government Code § 65852.21, as added by SB 9 (September 16, 2021)*

2. **New Section 11.25.120 is added to the South Gate Municipal Code and states as follows:**

11.25.120 Floor to Area Ratios (FAR) and Minimum Lot Size for Certain Housing Development Projects

A. Notwithstanding any contrary provision of the South Gate Municipal Code, with respect to a housing development project (as defined below) that meets the requirements of subsection B, the city shall not do any of the following:

1. For a housing development project consisting of three to seven units, impose a floor area ratio standard that is less than 1.0;

2. For a housing development project consisting of eight to ten units, impose a floor area ratio standard that is less than 1.25; or

3. Deny a housing development project located on an existing legal parcel solely on the basis that the lot area of the proposed lot does not meet the city's requirements for minimum lot size.

B. To be eligible for the provisions of subsection A above, a housing development project shall meet all of the following conditions: (a) the project consists of at least three units but not more than 10 units; (b) the project is located in a multifamily residential zone or a mixed-use zone, (c) the project is not located in the NL zone, (d) the project is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, and (e) the project is not located within a site that is designated or listed as a city or county landmark or historic property or district by the City of South Gate or the County of Los Angeles.

C. Nothing in this Section 11.25.120 shall prohibit the city from imposing any zoning or design standards (including without limitation building height and setbacks) on a housing development project that meets the requirements of subsection B above, other than zoning design standards that establish floor area ratios or lot size requirements that expressly conflict with subsection A above.

D. As used in this Section 11.25.120, the phrase "housing development project" means a housing development project as defined in paragraph (2) of subdivision (h) of Section 65589.5, and the phrase "unit" means a unit of housing, but shall not include an accessory dwelling unit or a junior accessory dwelling unit.

*Statutory Reference: Government Code § 65913.11, as added by SB 478 (September 28, 2021)*



**3. Existing Section 11.31.030 of the South Gate Municipal Code is hereby amended to add the following definition:**

“Lower income student” means a student who has a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student to occupy a unit for lower income students under this Chapter 11.31 shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education in which the student is enrolled or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver from the college or university, the California Student Aid Commission, or the federal government.

*Statutory Reference: Government Code § 65915(o)(3), as modified by SB 290 (September 28, 2021)*

**4. Existing Section 11.31.050 of the South Gate Municipal Code is hereby amended as follows:**

A. Table 11.31-3 is hereby modified to delete the phrase “common interest development only” and to replace it with the phrase “development in which the units are for sale”.

B. New footnote 4 is added to that table, which footnote states “One incentive or concession shall be granted to projects that include at least twenty percent (20%) of the total units for lower income students in a student housing development.”

*Statutory Reference: Government Code § 65915(d)(2), as modified by SB 290 (September 28, 2021)*

**5. Existing Section 11.31.060 of the South Gate Municipal Code is hereby amended as follows:**

New footnote 4 is added to Table 11.31-4, which footnote states “If a development includes at least 40% moderate income units, AND is located within ½ mile of a major transit stop, AND there is unobstructed access to the major transit stop from the development (that is, a pedestrian can walk to it without crossing freeways, rivers, mountains, bodies of water or other “natural or constructed impediments”), THEN upon the developer’s request the City cannot impose a ratio that exceeds 0.5 spaces per bedroom.”

*Statutory Reference: Government Code § 65915(P)(2), as modified by SB 290 (September 28, 2021)*

**6. Existing Section 11.31.070 of the South Gate Municipal Code is hereby amended as follows:**

New subsection D.9 is added which states “With respect to any for-sale unit that qualified the applicant for the award of the density bonus, any applicable provisions required by subsection (B)(2) of Government Code Section 65915.”

*Statutory Reference: Government Code § 65915(B)(2), as modified by SB 728 (September 28, 2021)*

**7. Existing Section 11.43.040 of the South Gate Municipal Code is hereby amended as follows:**

A. The last sentence of subsection C is revised to state the following: “The accessory dwelling unit shall not be sold or otherwise conveyed separately from the primary dwelling, except as set forth in subsection J of this Section 11.43.040.”

B. New subsection J is added, which states as follows:

J. An accessory dwelling unit may be sold or conveyed separately from the primary dwelling to a qualified buyer if all of the criteria in subsections 1 through 5 below are met. For the purposes of this subsection J, the term “qualified buyer” means persons or families of low or moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

1. The accessory dwelling unit or the primary dwelling was built or developed by a qualified nonprofit corporation. For purposes of this subsection J, the term “qualified nonprofit corporation” means a nonprofit corporation organized pursuant to section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program:

2. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code.

3. The property is held pursuant to a recorded tenancy in common agreement that includes all of the following.

(a) The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling that each qualified buyer occupies.

(b) A repurchase option that requires the qualified buyer to first offer the qualified nonprofit corporation a right to buy the accessory dwelling unit or primary dwelling if the buyer desires to sell or convey the property.

(c) A requirement that the qualified buyer occupy the accessory dwelling unit or primary dwelling as the buyer's principal residence.

(d) Affordability restrictions on the sale and conveyance of the accessory dwelling unit or primary dwelling that ensure the accessory dwelling unit and primary dwelling will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

(e) Delineation of all areas of the property that are for the exclusive use of a cotenant. Each cotenant shall agree not to claim a right of occupancy to an area delineated for the exclusive use of another cotenant, provided that the latter cotenant's obligations to each of the other cotenants have been satisfied.

(f) Delineation of each cotenant's responsibility for the costs of taxes, insurance, utilities, general maintenance and repair, improvements, and any other costs, obligations, or liabilities associated with the property. This delineation shall only be binding on the parties to the agreement, and shall not supersede or obviate the liability, whether joint and several or otherwise, of the parties for any cost, obligation, or liability associated with the property where such liability is otherwise established by law or agreement with a third party.

(g) Procedures for dispute resolution among the parties before resorting to legal action.

4. A grant deed naming the grantor and grantee, and describing the property interest being transferred, shall be recorded in Los Angeles County. A Preliminary Change of Ownership Report shall be filed concurrently with that grant deed pursuant to Section 480.3 of the Revenue and Taxation Code.

5. If requested by a utility providing service to the primary dwelling, the accessory dwelling unit shall have a separate water, sewer, and/or electrical connection to that utility.

*Statutory Reference: Government Code § 65852.26, as modified by AB 345 (September 28, 2021)*



**8. New Section 11.50.060 is added to the South Gate Municipal Code and states as follows:**

**11.50.060 Additional Rules Regarding Housing Development Projects and Emergency Shelters**

A. The City shall not disapprove a housing development project for very low income, low income, or moderate income households, or an emergency shelter, or condition approval in a manner that renders the housing development project infeasible for development for such households or as an emergency shelter, unless based on a preponderance of the evidence the City makes written findings as to one of the situations set forth in subsections (d)(1) through (d)(5) of Government Code Section 65589.5.

B. If a proposed housing development project complies with the applicable, objective general plan and zoning standards in effect at the time an application is deemed complete, then after the application is deemed complete the city shall not conduct more than five (5) public hearings in connection with the approval of the housing development project.

C. If any state or local ordinance or regulation requires the city to determine whether the site of a proposed housing development project is a historic site, the city shall make that determination at the time the application for the housing development project is deemed complete.

D. The city shall compile the list or lists required by Government Code Section 65940 specifying in detail the information that will be required from any applicant for a development project, and make that list available to all applicants for development projects and to any person who requests the information.

E. The applicant for a housing development project shall be deemed to have submitted a preliminary application upon providing all of the information listed in Government Code section 65941.1 and upon payment of the permit processing fee.

F. Not later than thirty (30) calendar days after the city has received an application for a housing development project, the city shall determine in writing whether the application is complete and shall immediately transmit the determination to the applicant. If the determination is that the application is not complete, the city shall follow the procedures required by Government Code section 65943.

G. Where the city is the lead agency under CEQA for a housing development project, the city shall approve or disapprove the housing development project within the time periods proscribed by Government Code section 65950.

H. The city shall not approve a housing project that will require the demolition of one or more residential dwelling units, or that will require the demolition of occupied or vacant protected units, unless the requirements of subsection (d) of Government Code section 66300 have been met.

*Statutory Reference: Government Code §§ 65589.5, 65905.5, 65913.10, 65940, 65941.1, 65943, 65950 & 66300; SB 8 (September 16, 2021)*

**9. Existing Section 12.10.070 of the South Gate Municipal Code is hereby revised as follows:**

The second sentence of subsection (a)(1) thereof is modified to delete the phrase “an extension not to exceed an additional twelve months may be granted” and to replace it with the phrase “an extension not to exceed an additional twenty-four months may be granted.”

*Statutory Reference: Government Code §66452.6, as amended by SB 9 (September 16, 2021)*

**10. New Section 12.10.080 is added to the South Gate Municipal Code and states as follows:**

**12.10.080 Ministerial Approval of Parcel Map for an NL Zone Residential Lot Split**

A. In accordance with Government Code Section 66411.7, and notwithstanding anything to the contrary set forth in Chapter 12.10 of this South Gate Municipal Code, a parcel map for a lot split in the NL zone shall be considered ministerially, without discretionary review or a hearing, if the city determines that the parcel map for that lot split meets all of the following requirements:

1. The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area, provided that one parcel shall not be smaller than forty percent (40%) of the lot area of the original parcel proposed for subdivision;

2. Both newly created parcels are no smaller than one thousand two hundred (1,200) square feet;

3. The development is not located on a site that contains or is in farmland, wetlands, fire hazard zones, hazardous waste sites, earthquake fault zones, flood hazard areas, floodways, conservation plans, protected species habitat, or lands under a conservation easement, all as more particularly set forth in subsections (a)(6)(B) through (a)(6)(K), inclusive, of Government Code section 65913.4;

4. The proposed lot split would not require demolition or alteration of housing which (a) is subject to a recorded covenant, ordinance or law that restricts rent levels to affordable persons and families of moderate, low or very low income, (b) is subject to any form of rent or price control through the city’s valid exercise of its police power, (c) is on a parcel on which an owner of residential real property has exercised the owner’s rights under Government Code sections 7060 *et seq.* to withdraw accommodations from rent or lease within 15 years before the date that the subdivider submits the application, or (d) has been occupied by a tenant in the last three years;

5. The parcel is not located within a historic district or property included on the State Historic Resources Inventory, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance; and

6. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using a lot split as provided in this Section 12.10.080.

B. An application for a parcel map for a lot split in the NL zone meeting all of the requirements of subsection A above shall be approved in accordance with the following requirements:

1. The application shall be approved or denied ministerially without discretionary review.

2. The application shall be approved only if it conforms to all applicable objective requirements of the Subdivision Map Act (commencing with Government Code Section 66410), except as otherwise expressly provided in this Section 12.10.080.

3. The city shall not impose regulations that require dedications of right-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for a lot split pursuant to this Section 12.10.080.

C. With respect to any subdivision pursuant to this Section 12.10.080, the city may impose any objective zoning standards, objective subdivision standards, and objective design review standards (as those terms are defined in subsection (m) of Government Code Section 66411.7) that do not conflict with the provisions of this Section 12.10.080. No such standards may be imposed which would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet. The city may require a setback of up to four (4) feet from the side and rear lot lines, except that no setback shall be required for an existing structure or structure constructed in the same location and to the same dimensions as an existing structure; provided, however, that an application shall not be rejected solely because it proposes adjacent or connected structures, provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

D. Notwithstanding subsection A above, the city may deny a proposed lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

E. In addition to any conditions established in accordance with this Section 12.10.080, the city may require any of the following conditions when considering an application for a parcel map for a lot split in NL zone: (1) easements required for the provision of public services and facilities; (2) a requirement that the parcels have access to, provide access to, or adjoin the public right-of-way; (3) off-street parking up to one space per unit, except that the city shall not impose parking requirements in either of the following instances: (a) the parcel is located within one-half mile walking distance of either a major transit stop or high-quality transit corridor, as those terms are defined in Public Resources Code Sections 21064.3 and 21155(b); or (b) there is a car share vehicle located within one block of the parcel.

- F. Any parcel created pursuant to this Section 12.10.080 shall be limited to residential uses.
- G. An applicant for a lot split pursuant to this Section 12.10.080 shall be required, as a condition of approval, to sign an affidavit stating that the applicant intends to occupy one of the housing units as the applicant's principal residence for a minimum of three (3) years from the date of the approval of the lot split. Notwithstanding the foregoing, this paragraph shall not apply to an applicant that is either (1) a "community land trust" as defined in clause (ii) of subparagraph (c) of paragraph (11) of subdivision (a) of Revenue and Taxation Code Section 402.1, , or (2) a "qualified nonprofit corporation" as described in Revenue and Taxation Code Section 214.15.
- H. Any rental of any unit created pursuant to this Section 12.10.080 shall be for a term longer than thirty (30) consecutive days.
- I. The city shall not require the correction of nonconforming zoning conditions as a condition for ministerial approval of a parcel map application for the creation of a lot split under this Section 12.10.080.
- J. Notwithstanding anything to the contrary set forth in the South Gate Municipal Code, the city shall not permit more than two (2) residential units (including without limitation a primary dwelling, accessory dwelling unit or junior accessory dwelling unit) on any parcel created by a lot split under this Section 12.10.080.
- K. The city shall include the number of applications for parcel maps for lot splits pursuant to this Section 12.10.080 in the city's annual housing element report as required by subparagraph (1) of paragraph (2) of subdivision (a) of Government Code section 65400.

*Statutory Reference: Government Code §66411.7, as added by SB 9 (September 16, 2021)*

END OF EXHIBIT A



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
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City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022  
Originating Department: Public Works

Department Director:   
Arturo Cervantes

Interim City Manager:   
Chris Jeffers

**SUBJECT: RESOLUTION INITIATING ANNUAL PROCEEDINGS FOR THE LEVY OF THE FISCAL YEAR 2022/23 ASSESSMENTS AND ORDERING PREPARATION OF AN ENGINEER'S REPORT FOR THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1**

**PURPOSE:** The City levies an assessment annually on parcels citywide as a requirement of the Street Lighting and Landscape Maintenance District No. 1 ("District"). The amount of the assessment is established annually through a proceeding that requires several City Council actions. The first of the actions is to adopt a Resolution to initiate the annual proceedings and order the preparation of the Engineer's Report.

**RECOMMENDED ACTION:** The City Council will consider adopting a Resolution initiating the annual proceedings for the levy of the Fiscal Year 2022/23 assessments and ordering the preparation of an Engineer's Report for the Street Lighting and Landscaping Maintenance District No. 1.

**FISCAL IMPACT:** There is no impact to the General Fund. The cost of preparing the Engineer's Report is \$8,307 and it will be funded with Street Lighting and Landscaping Funds budgeted in Account No. 251-714-25-6101.

**ANALYSIS:** The assessment amount is currently set at \$2.38 per adjusted front footage. The total in revenue produced from this assessment has remained approximately constant over the years while the total cost of maintaining the District has increased, leaving an operating shortfall. The revenue for this Fiscal Year (FY) 2021/22 is estimated to be \$1,993,357, while the cost of maintaining the District is estimated to be \$2,907,274. Currently, expenditures within the District are funded with \$1,993,357 in revenues from the District, \$443,973 in General Funds and \$469,944 in other funds.

On April 26, 2016, the City Council authorized a financial analysis to identify alternatives to minimize the funding deficit which would be needed if the City Council wished to conduct Proposition 218 Ballot proceedings for new or increased assessments. The consultant conducted the analysis to determine the feasibility of increasing the assessment within the existing District

to cover the revenue shortfall. Options for reducing the deficit would require creating new districts to supplement the revenue from the District. New districts are created via separate and independent proceedings. As such, staff is not planning to propose, as a part of these proceedings, an increase to the assessment rates. Ultimately, any new or increase in the assessments will be subject to a balloting procedure under Proposition 218.

**BACKGROUND:** The District was formed in 1981 and operates pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code). The District provides the authority to levy an assessment on parcels of land which have been identified as receiving a direct "special benefit" from a public improvement. The District encompasses the entire City; therefore, the assessment is levied on all parcels citywide.

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

Annually, the District's funds are levied and collected by the Los Angeles County Assessor's Office (LA County) on behalf of the City, in the property tax roll. Several actions from the City Council are required to provide LA County the authority to levy and collect the assessments, according to LA County requirements and applicable State law. The first step is to adopt the proposed Resolution which initiates the proceedings and orders the preparation of the Engineer's Report.

The schedule for the proceedings is as follows:

Date	City Council Action
2/22/2022	Adopt Resolution initiating proceedings to levy assessments and ordering preparation of the Engineer's Report.
4/26/2022	1. Adopt Resolution preliminarily approving Engineer's Report. 2. Adopt Resolution declaring the City's intention to levy and collect assessments and set a public hearing May 24, 2022.
5/24/2022	Conduct a public hearing and adopt a Resolution confirming the area boundary and ordering the levy of annual assessments.
8/06/2022	Deadline for filing assessment roll.

**ATTACHMENT:** Proposed Resolution

KT:lc

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, INITIATING THE ANNUAL PROCEEDINGS FOR THE LEVY  
OF THE FISCAL YEAR 2022/23 ASSESSMENTS AND ORDERING THE  
PREPARATION OF AN ENGINEER'S REPORT FOR THE STREET  
LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT NO. 1**

**WHEREAS**, in 1981, the City Council formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972", Division 15, Part 2 of the Streets and Highways Code of the State of California, such special maintenance district known and designated as Maintenance District No. 1 ("District");

**WHEREAS**, the District provides the authority to levy an assessment on parcels of land which have been identified as receiving a direct "special benefit" from a public improvement;

**WHEREAS**, annually, the District's funds are levied and collected by the Los Angeles County Assessor's Office on behalf of the City, in the property tax roll; and

**WHEREAS**, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for Fiscal Year 2022/23 to finance the annual costs of maintenance and/or servicing of improvements within the District.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
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 does hereby declare its intention, as required by the public interest, to initiate proceedings for the annual levy and collection of special assessments for the payment of annual maintenance and/or servicing costs within the District for new improvements or any substantial changes in existing improvements or zones as proposed as a part of these proceedings.

**SECTION 3.** The City Council does hereby delegate the City Engineer to conduct the annual maintenance and/or servicing of the improvements and is directed to make and file a report essentially containing the following:

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

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

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

**SECTION 4.** The City Council does hereby direct that the above assessment engineer's report include all costs and expenses of such maintenance and/or servicing relating to the Fiscal Year commencing July 1, 2022 and ending June 30, 2023.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 22<sup>nd</sup> day of **February 2022**.


**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



FEB 16 2022

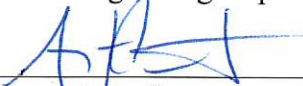
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**City of South Gate**  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **February 22, 2022**

Originating Department: **Public Works**

Department Director:   
Arturo Cervantes

Interim City Manager:   
Chris Jeffers

**SUBJECT: LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC FOR THE USE OF PUBLIC FACILITIES ON CITY RIGHT-OF-WAY WITHIN THE CITY LIMITS**

**PURPOSE:** Under state law, and subject to City approval, telecommunication companies have certain authorities to install wireless facilities, known as small cells, in the public right-of-way. One of the City's requirements is that wireless service providers enter into a Master License Agreement ("Agreement") with the City prior to installing any facilities. The proposed Master License Agreement provides the framework to authorize, New Cingular Wireless PCS, LLC., (AT&T) to install wireless facilities in the City.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving a Master License Agreement with New Cingular Wireless PCS. LLC., to install, maintain and operate small cell antennas on City-owned poles in the public right-of-way;
- b. Authorizing the Mayor to execute the Master License Agreement in a form acceptable to the City Attorney;
- c. Authorizing the City Manager and/or his designee to issue individual pole licenses under the Master License Agreement for City-owned poles in the public right-of-way; and
- d. Directing the Director of Administrative Services to deposit the revenue generated by this Agreement into the General Fund.

**FISCAL IMPACT:** Under the Agreement, AT&T will pay \$270 annually, per pole that it installs wireless facilities on, which funds are recommended to be deposited in the General Fund. AT&T will be required to reimburse the City for any and all actual costs incurred by the City. The cost includes the review of the City's Wireless Telecommunication Permit Application ("WTP") which includes the consultant fee, staff time, and public hearing process and collect reoccurring revenue to the General Fund.

**ANALYSIS:** Anticipating an increase in applications for small cell facilities in the public right-of-way, staff recommends the City Council approve a Master Agreement as well as to authorize the City Manager to issue individual pole licenses with wireless providers, in this instance AT&T, to install new small-cell facilities on City-owned utility poles, streetlight poles, and traffic signals. The goal of an Master Agreement is to align the City's available infrastructure

assets with wireless providers' demand for access, develop uniform and predictable processes for evaluating individual pole license applications, establish maintenance requirements and standards for the licensee, and preserve the community's aesthetic characteristics.

The City benefits from the proposed Master License Agreement by (a) establishing stronger wireless broadband networks available to the City's residents and businesses; (b) maintaining greater control over aesthetics and potential liability from wireless facilities on City-owned poles; and (c) receiving license revenues. The proposed Master License Agreement would not grant any rights to use an individual City pole, rather the agreement merely establishes the procedures, terms and conditions under which licensees may request individual pole licenses.

**BACKGROUND:** Under federal and state law, wireless providers have rights to install facilities in the public right-of-way. To this extent, municipalities are limited in their regulatory capacity, (a) to restrict wireless providers' access to the public right-of-way, and (b) to require local approval of certain collocations and modifications to existing wireless facilities (i.e., streetlight poles, traffic signals, and utility poles). It is noted that wireless providers are also seeking to install small cell antennas on utility poles owned by Joint Pole Associations or SCE, for which the City has limited discretion over such installations.

Prior to authorizing the installation of small cell technology, staff is recommending that the Master License Agreement to be approved. The Master License Agreement is a comprehensive document that contains standard terms and conditions applicable to all wireless facilities installed on City-owned facilities. The City owns approximately 4,419 poles in the right-of-way which could be candidates for small cells installations. Highlights of the Agreement include the following:

- An initial term of 10-years with one renewable term of 5-years.
- Minimum annual fee adjustment based on a Consumer Price Index (CPI) increase, but never less than 3%.
- Generates license fee revenue.
- Provides the process and workflow management structure required to manage and review anticipated increase in small cell requests.

The following are the benefits of utilizing an Agreement:

- Aids in the City's ability to manage the anticipated increase in application requests.
- Improves wireless service and technology for the community.
- Provides better service to businesses and residents.
- Fosters robust wireless broadband services and technologies for the community to better serve residents and businesses and attract economic development opportunities, increase competition, and lower prices.
- Creates a streamlined permit review process, thereby reducing staff time.
- Maximizes overall control over communications infrastructure in the public right-of-way

at a time when there are increasingly strict limitations on local regulatory authority.

The Community Development Department and the Public Works Department will be responsible for approving applications. After a licensee files a permit application to install a small cell facility on a City-owned pole, the Community Development Department and the Public Works Department will collaborate on the review of the proposed improvements; the Engineering Division will assess structural feasibility, issue permits, and address any maintenance issues in the public right-of-way; and the Planning Division will focus on compliance with aesthetics and zoning regulations.

As a note, these installations are common and are happening across the country due to wireless providers experiencing increased customer demand, particularly with respect to data capacity and speed. Examples of the rapidly expanding use of wireless capacity throughout the country include the provision of real time bus information via the internet, improvements to traffic management systems, improved emergency personnel response to 911 calls, expansion of the smartphone market, and the growing use of wireless sensors and monitoring in utility distribution, parking meters, home security, shipping logistics, and the potential deployment of autonomous vehicles.

While this technology is beneficial, City staff is concerned about the aesthetic integrity and structural impacts these installations impose on the look and feel of the City's corridors. The installations include antennas, cabinets, and other equipment that may be mounted on a streetlight pole which causes a very visible impact as the equipment may sit from ground level to the top of a streetlight pole. Staff's goal is to protect the aesthetic integrity of the City through the Master License Agreement and the permitting process.

**ATTACHMENT:** Proposed Master License Agreement

GD:lc

**MASTER LICENSE AGREEMENT  
FOR  
TELECOMMUNICATION FACILITIES**

This Master License Agreement for Telecommunications Facilities (“Agreement”) is entered into this 22 day of February 2022, (“Effective Date”) by and between the **CITY OF SOUTH GATE**, a California municipal corporation (“City”), and New Cingular Wireless PCS, LLC, a limited liability company (“Licensee”) (each, a “Party” and collectively, the “Parties”).

**RECITALS**

**WHEREAS**, Licensee is a telephone corporation in California, holding a Certificate of Public Convenience and Necessity from the California Public Utilities Commission (“PUC”); and

**WHEREAS**, Licensee intends to install its Facilities within the Right-of-Way upon certain Municipal Facilities; and

**WHEREAS**, subject to 47 U.S.C. §§ 253, 332(c)(7) and applicable Laws, the City desires to grant attachment rights to Licensee for installation, operation, maintenance, repair, replacement and removal of Facilities on Municipal Facilities subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows as to the terms of use, occupancy and manner in which such Facilities will be accommodated on Municipal Facilities within the Right-of-Way.

**A G R E E M E N T**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following covenants, terms, and conditions:

**Section 1. Definitions.** The following definitions shall apply generally to the provisions of this Agreement:

***Decorative Streetlight Pole.*** “Decorative Streetlight Pole” shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles and does not have a mast arm for electrolier support. Decorative Streetlight Poles may not be used for the installation of Facilities without prior written approval by City, which approval will not be unreasonably withheld. The term Decorative Streetlight Pole includes any historically or architecturally significant or designated light poles owned by the City located on Public Rights-of-Way.



**Facilities.** “Facilities” include, but are not limited to antennas, radios, backhaul equipment, fiber optic cables, wires, conduit, ducts, control boxes, vaults, cables, power sources and related equipment, structures, appurtenances and improvements whether referred to singly or collectively, to be installed and operated by Licensee hereunder.

**Hazardous Material.** “Hazardous Material” means any material that, due to its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any local, regional, state or federal body to pose a present or potential hazard to human health, welfare or safety, or to the environment. The term “Hazardous Material” as used in this Agreement will be broadly construed, and includes, without limitation, the following: (1) any material or substance defined as a “hazardous substance”, or “pollutant” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 *et seq.*) or California Health & Safety Code § 25316; (2) any “hazardous waste” listed California Health & Safety Code § 25140; or (3) any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

**Laws.** “Laws” means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdictions over the Parties to this Agreement.

**Municipal Facilities.** “Municipal Facilities” means City-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers, Traffic Light Poles or signals or comparable facility located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

**Public Way, Right-of-Way, or Public Rights-of-Way.** “Public Way,” “Right-of-Way, or “Public Rights-of-Way” means the space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City and dedicated or used as a public road or highway. This term shall not include any other property owned by the City or any property owned by any person or entity (e.g. county, state, or federal rights-of-way) other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

**Streetlight Pole.** “Streetlight Pole” shall mean any non-Decorative, standard-design concrete, fiberglass, or metal pole that has a mast arm for electrolier support and is used for streetlighting purposes.

**Traffic Light Pole.** “Traffic Light Pole” means the pole and mast arm which support the signal head.

**Section 2. Authorization.** The City hereby authorizes and permits Licensee to access Municipal Facilities within Right-of-Way to attach, install, operate, remove, relocate, repair, and maintain Facilities for the purpose of providing wireless, voice, data, messaging, or similar type of wireless service now or in the future offered to the public using spectrum radio

frequencies licensed or authorized by the FCC, in each case upon written approval of the City pursuant and subject to the terms and conditions of this Agreement. Licensee shall not use Municipal Facilities for any use other than as provided in this Section 2 without the City's prior written consent, which the City may withhold in its sole and absolute discretion. This Agreement does not authorize Licensee or any other persons or entities to enter on to or use any other City property, except those certain spaces on the Municipal Facilities specified in Exhibit B as occupied by the Facilities. The installation design configurations of Facilities that are shown in the drawings and photographs attached hereto as Exhibit A and incorporated herein by reference may be used on Municipal Facilities without further review by the City of the design configuration. Any installation or configuration not contained within Exhibit A, or as the Parties shall agree is not substantially similar thereto, must receive written City approval before it may be used on any Municipal Facility, which review shall be completed in accordance with applicable Laws. Licensee has represented to the City that the designs shown on Exhibit A-1 attached hereto constitute all of the different designs of Facilities used by or otherwise made available by Licensee as of the date of this Agreement. Licensee acknowledges that such representation constitutes one of the factors upon which the City based its selection of the Facilities design configurations shown on Exhibit A.

Licensee shall have the right to draw compatible electricity for the operation of the Facilities from the power source associated with the Municipal Facility so long as Facilities do not jeopardize the City's electricity rates, are installed to all applicable codes and standards, do not interfere in the operation of the host Municipal Facility, and/or do not damage the host Municipal Facility. City shall not be responsible to provide any specified voltage or wattage of electricity that is compatible with any Facilities. Licensee shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Facilities usage of electricity and applicable tariffs. Facilities shall not draw compatible electricity from a Municipal Facility until such time as Licensee has secured all required electrical approvals and the electricity charging/payment agreement with the electrical utility company is in place. To the extent separate meters must be installed to ascertain electrical usage or electrical fees relative to any of the Facilities, Licensee shall pay the cost of obtaining and installing those separate meters. In the event that Licensee is unable to obtain approval to utilize the power source associated with the Municipal Facility, Licensee shall be responsible for procuring a power source from the applicable utility.

**Section 3. Term.** The initial term of this Agreement shall be for ten (10) years beginning on the Effective Date of this Agreement and shall be renewed for one (1) additional term of five (5) years unless either Party delivers to the other Party a written termination notice within one hundred eighty (180) days prior to the scheduled termination. Notwithstanding this Section 3, Licensee may terminate its use of any or all of the Facilities by providing the City with sixty (60) days' prior written notice. Such termination constitutes a termination of the Agreement with respect to those Facilities under Section 33, and that those unused Facilities will be removed as required by Section 34.

**Section 4. [Intentionally Omitted]**

**Section 5. Scope of Agreement.**

Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint-venture or of any association whatsoever between City and Licensee, it being expressly understood and agreed that neither the computation of fees nor any other provisions contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between City and Licensee other than the relationship of City and Licensee.

Licensee hereby acknowledges, agrees and covenants that this Agreement only allows for the occupation of the Municipal Facilities identified in Exhibit B by Licensee's Facilities identified in Exhibit A and does not authorize or bestow any interest in real property including any fee, leasehold interest or easement. Subject to the Parties mutual agreement, Exhibit B may be amended from time-to-time to incorporate additional Municipal Facilities for Licensee's use under to this Agreement.

**a. Limitations on License.** Nothing in this Agreement is intended to grant Licensee an interest or estate of any kind or extent in the Right-of-Way or the Municipal Facilities. Licensee further acknowledges and agrees that this Agreement does not create a landlord-tenant relationship and Licensee is not entitled to avail itself of any rights afforded to tenants under the laws of the State of California.

**b. No Warranty.** City makes no warranty or representation that the Municipal Facilities are suitable for Licensee's use. Licensee has inspected or will inspect the Municipal Facilities for Licensee's use and accepts the same in their "**AS-IS and with all faults**" condition. City is under no obligation to perform any work or provide any materials to prepare the Right-of-Way or the Municipal Facilities for Licensee.

#### **Section 6. Compensation.**

**a.** Licensee shall pay to the City an annual fee (the "Annual Fee") in the amount equal to Two Hundred and Seventy Dollars (\$270.00) per Municipal Facility location in the Public Way to which Facilities are installed. The City represents and covenants that the City owns the Municipal Facilities for the use of which it is collecting from Licensee the Annual Fee pursuant to this section.

**b. Payment Terms and Audit.** Licensee shall pre-pay within sixty (60) days after issuance of all necessary City permits, the Annual Fee specified in subsection (a) above, for the period from issuance of necessary City permits through the end of the Fiscal Year of 2022, which covers the period of July 1 through June 30. Subsequent payments of the Annual Fee shall be made annually in advance commencing on July 1, 2023.

To determine whether Licensee has fully and accurately paid all sums payable to City under this Agreement and to determine whether Licensee has complied with its other obligations, City, or its designee, will have the right (but not the obligation) to inspect and audit Licensee's records pertaining to this Agreement during regular business hours on 30 days' notice to Licensee or Licensee shall provide City, or its designee, electronic copies of documentation

reasonably required by City to confirm Licensee's compliance hereunder. The City agrees to hold in confidence any non-public information it learns from Licensee to the fullest extent permitted by Law.

c. **Minimum Annual Fee Adjustment Date.** The "Annual Fee" will be adjusted annually on the anniversary of the Commencement Date by the percentage increase in the most recently published Consumer Price Index – All Urban Consumers for the San Diego – Los Angeles – Riverside – Orange County Metropolitan Statistical Area – over the rate in effect on the Commencement Date of the prior year. This increase shall not be less than three percent (3%).

d. **Delinquent Payment.** Licensee's Payments not received within ten (10) days of the due dates as specified above shall accrue interest at a rate of 7% per annum from the due date. In addition, a late fee in the amount of ten percent (10%) of the amount due shall be imposed in the event a payment is not received within thirty (30) days of the due date. Notwithstanding the provisions of this subparagraph, failure to make payments when they are due is considered a default of the terms of the Agreement, subject to the terms stated in Section 33, "Termination." Licensee assumes all risk of loss and responsibility for delinquent payments.

**Payment Location.** Licensee agrees to make checks payable to:

City of South Gate  
Administrative Services Department – Accounts Payable  
8650 California Avenue  
South Gate, CA 90280

The City reserves the right to change the place and time of payment at any time upon 60 days written notice pursuant to Section 32.

e. **City's Right to Cost Reimbursement.** Notwithstanding anything in this Agreement to the contrary, and subject to applicable Laws, the City shall be entitled to recover from Licensee the reasonable cost to furnish, provide and/or perform any services in connection with this Agreement and any permits issued or administered by the City, which includes without limitation costs incurred by City staff or the City's contractors, consultants and experts to review permit applications, issue permits or supervise or inspect any construction, installation or other work in connection with this Agreement. Payments by Licensee for any Annual Fee in connection with this Agreement issued or administered by the City shall not relieve Licensee's obligation to reimburse the City for any and all actual costs incurred by the City in the future. Licensee shall reimburse the City for all such costs within thirty (30) days after a written demand for reimbursement and reasonable documentation to support such costs. The City's right to cost reimbursement shall survive this Agreement's expiration, revocation or termination.

f. Within ninety (90) days after the Effective Date, Licensee shall deliver to the City a nonrefundable administrative fee equal to [REDACTED] and 00/100 Dollars (\$ [REDACTED].00) representing payment in full of Licensee's share of the City's costs to prepare, negotiate and execute



this Agreement.

**Section 7. Assignment or Transfer of Authorization.** This Agreement shall not be assigned by Licensee without the express written consent of the City, which shall not be unreasonably conditioned or delayed. However, the assignment, transfer or delegation of the rights and obligations of Licensee hereunder to (i) Licensee's financially viable parent, subsidiary, successor, or affiliate under common control shall, or (ii) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where its Facilities are located not require consent and shall be effective upon written notice to the City. This Agreement is binding upon the successors and assigns of the Parties. No assignment by Licensee or consent to assignment by the City will relieve or release Licensee from any obligation on its part under this Agreement unless the proposed assignee agrees in writing, in a form reasonably acceptable and provided to the City, to assume all of Licensee's obligations under this Agreement. Any assignment that is not in compliance with this Section 7 will be voidable by the City. The City's receipt or acceptance of any fees or other payments from a proposed assignee or transferee will not be deemed to be the City's consent to such assignment.

**Section 8. Responsibility of Licensee/Maintenance.**

a. Licensee, on Licensee's own behalf and on behalf of any successor or assign, hereby acknowledges and assumes all responsibility, financial or otherwise, for the permitted use of the Public Rights-of-Way property and City Municipal Facilities and the planning, design, installation, construction, maintenance, repair, upgrade, operation and removal of Facilities, which shall be undertaken without risk or liability on the part of the City. All of Licensee's constructions, installation, removal, repair and maintenance work shall be performed at Licensee's sole cost and expense in accordance with applicable Law, using construction standards that comply with applicable Laws.

b. Licensee shall ensure that Facilities are maintained in a clean and safe condition, in good repair and free of any graffiti or any defects. Licensee shall employ reasonable care at all times in installing and maintaining Facilities and will install and maintain in use methods and/or devices to reduce the likelihood of damage, injury or nuisance to the public. The construction, operation, and maintenance of Facilities shall be performed by experienced, properly trained, and licensed maintenance and construction personnel.

**Section 9. Relocation/Removal.** Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate, modify or remove all or any portion of Facilities at the time and in the manner required by the City for any governmental purpose. Except in an emergency, the City shall give written notice pursuant to Section 32 describing where the work is to be performed at least ninety (90) days before the date the work is to be performed. Should the public health, safety or welfare require that the City undertake immediate maintenance, repair or other action, Licensee shall take the measures required under this Section 9 within 72 hours of receiving notice from the City.

If Licensee does not protect, temporarily disconnect, relocate, or remove Licensee's Facilities within the time period specified above, City may remove or rearrange the equipment, facilities, and property and Licensee shall be responsible for the cost of removal and storage.

Alternatively, upon Licensee's request, City may approve the abandonment of Facilities in place. Upon approval, Licensee shall execute, acknowledge and deliver any necessary documents to transfer ownership of the Facilities to City.

In a true emergency, where there is an imminent danger to the public health, safety or property, the City may perform Licensee's obligations under this Section 9 without prior notice to Licensee; however, the City will make reasonable efforts to provide prior notice.

To the extent that the City performs Licensee's obligations under this Section 9, the City shall not be responsible for damage to, repairs to or maintenance or re-installation of the Facilities or for any associated costs, unless the damage results from the active negligence or willful misconduct of the City, its officers, agents or employees. Licensee shall reimburse the City for all actual and reasonable costs and expenses in connection with such work within 30 days after a written demand for reimbursement and reasonable documentation to support such costs.

**Section 10. Change in Equipment.** Licensee may, without City's prior consent, perform "like-for-like" replacements of all or a portion of the Facilities so long as such "like-for-like" replacement (a) does not alter the visible aesthetic appearance of the installed Facilities, (b) results in the installation of equipment within the spaces previously licensed by Licensee, and (c) does not materially increase the weight, size or structural loading of Licensee's Facility or the applicable Municipal Facilities beyond the loading or utilization, if any, that was established between the parties as of the Effective Date of this Agreement or any subsequent City approval of Licensee's Facility for which the City's prior written consent was required, as the case may be. If Licensee proposes to install Facilities, which is different in any material way from the specifications or design configurations attached hereto as Exhibit A, then Licensee shall first obtain the approval for the use and installation of the equipment from the City. In addition to any other submittal requirements, at City's request, Licensee shall provide "load" calculations for all Streetlight Poles it intends to install in the Public Rights-of-Way, notwithstanding original installation or by way of equipment type changes. The City may approve or disapprove of the use of the different equipment from the specifications set forth in Exhibit A, provided City shall complete is approval or disapproval in compliance with applicable Laws. For purposes of this Section 10, "swap-outs" of internal equipment on Licensee's facilities, or any other internal change that does not alter the outward appearance of the Facility shall not require the approval of the City. Notwithstanding any modification, addition and/or upgrade rights granted to Licensee under this Agreement, all work performed by or on behalf of Licensee pursuant to this Agreement shall be performed in compliance with all applicable provisions in this Agreement, which includes, without limitation Licensee's obligation to obtain and pay for all City permits required for the proposed modification.

**Section 11. Repair of Municipal Facility.**

a. Licensee shall repair or refinish, at Licensee's sole cost and expense, any surface or other portion of the Public Rights-of-Way property or City Municipal Facilities that is disturbed or damaged during the construction, installation, maintenance, or operation of Licensee Facilities. Without limiting any other available remedies, if Licensee fails to repair or

refinish such damage in a reasonably timely manner, City may, in its sole discretion, but without any obligation to do so, repair or refinish the disturbance or damage and Licensee shall reimburse City all costs and expenses incurred in the repair or refinishing. City may exercise its rights to perform Licensee's obligations under this Section 11 without prior notice to Licensee when the City determines that the repair and/or restoration is immediately necessary to protect public health or safety. Licensee shall reimburse the City within 30 days after a written demand for reimbursement and reasonable documentation to support such costs.

b. In the event a Municipal Facility that supports Licensee's Facility becomes damaged, in whole or in part, due to any casualty not caused by the City, its officers, agents or employees, the City will have no obligation whatsoever to repair or replace the damaged Municipal Facility, but may allow Licensee to perform such repair or replacement, at Licensee's sole cost and expense, with the City's consent (not to be unreasonably withheld, conditioned or delayed) and supervision. To the extent that Licensee does not seek consent, or the City does not provide consent, within 30 days after the date on which the City discovers damage or destruction to the Municipal Facility, the City will give Licensee notice of the City's decision whether to repair or replace the damaged Municipal Facility and its good-faith estimate of the amount of time the will need to complete the work. If the City cannot complete the work within 30 days after the date that the City specifies in its notice, or if the City elects not to do the work, then Licensee will have the right to terminate this Agreement with respect to the affected Facility on 30 days' notice to the City. If the City elects to remove, rather than repair or replace, the damaged or destroyed Municipal Facility, then this Agreement will automatically terminate with respect to the affected Facility on the last day of the month in which the removal occurs. If the acts of third parties or an act of nature or other force-majeure circumstance outside the control of Licensee or its agents or invitees damages or destroys the Municipal Facility to such an extent that, in the City's reasonable determination, Licensee's Facility on the Municipal Facility cannot be operated in a safe manner, either party may elect to terminate this Agreement with respect to the affected Facility on 30 days' notice to the other party and Licensee shall remove its Facility from the damaged Municipal Facility in compliance with Section 34 below. The parties understand, acknowledge and agree that this Agreement fully governs their rights and obligations in the event that the licensed space on the Municipal Facility becomes damaged or destroyed, and, to the extent applicable, the City and Licensee each hereby waives and releases the provisions in California Civil Code §§ 1932(2) and 1933(4) or any similar Laws.

**Section 12. Relocation of Facilities.** Licensee understands and acknowledges that City may require Licensee to relocate one or more of its Facilities in accordance with the time period specified in Section 9. Licensee shall at City's direction relocate such Facilities at Licensee's sole cost and expense, whenever City reasonably determines that the relocation is needed for any of the following purposes:

- (a) If required for the construction, completion, repair, relocation, or maintenance of a City project or for any governmental purpose;
- (b) Because the Facility is interfering with or adversely affecting proper operation of City owned Streetlight poles, Traffic Light Pole signals, communications, or other Municipal Facilities; or
- (c) To protect or preserve the public health or safety.

(d) In any such case, Licensee shall relocate the Facility upon the following terms and conditions: (i) City shall deliver to Licensee a written notice of the need to relocate the Facility subject to the timeframes provided in Section 9, (ii) City shall use its best efforts to afford Licensee a reasonably similar alternate location that provides reasonably similar signal coverage for the Facility, (iii) such relocation will be performed exclusively by Licensee at its cost and expense, and (iv) Licensee may request the City's consent to operate a temporary cell site, which the City may approve or deny in its sole and absolute discretion, with no additional Annual Fee due to City. In the event that a reasonably similar alternate location cannot be identified, Licensee may, without penalty, terminate this Agreement with respect to the individual Facility in question upon written notice to City, and remove the individual Facility subject to Section 34. If Licensee shall fail to relocate any Facility as requested by the City within the timeframes provided in Section 9, City shall be entitled to relocate the Facility at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall reimburse the City for all actual and reasonable costs and expenses in connection with such work within 30 days after a written demand for reimbursement and reasonable documentation to support such costs. To the extent the City has actual knowledge thereof, the City will inform Licensee at least ninety (90) days before the planned displacement or removal of any Streetlight pole or other Municipal Facility on which any Facility is located.

**Section 13. Licensee to Bear Costs.** Licensee, or any successor or authorized assign, shall bear all costs incurred in connection with the planning, design, installation, construction, maintenance, repair, operation, modification, upgrade, disconnection, relocation and removal of the Licensee Facilities. Licensee shall be responsible and must bear all costs of any movement to, damage to or repair of Facilities due to repair, maintenance and/or failure/collapse of any existing gas, water and sewer lines or any other improvements or works approximate to Facilities or to acts of third parties or an act of nature or other force-majeure circumstance outside the control of Licensee or its agents or invitees, unless the movement to, damage to or repair results from the active negligence or willful misconduct of the City, its officers, agents or employees.

Licensee shall be solely responsible for the payment of all electricity charges to the applicable utility provider based upon the Facilities usage of electricity and applicable tariffs.

**Section 14. Undergrounding.** Licensee has been advised and understands that the utilities in the area of Licensee's planned facilities may be subject to future undergrounding requirements. In the event of an undergrounding project, Licensee shall comply with the undergrounding requirements. Licensee and City agree to cooperate with each other in order to relocate or replace Facilities in such a way so that Licensee may continue to operate its network for the Term of this Agreement. The City acknowledges that antennas will not function below ground and will not be required to be undergrounded. Should any undergrounding project occur, City agrees to work with Licensee to agree upon acceptable poles designs to support the antennas that will remain aboveground.

**Section 15. Future Rules or Orders.** Licensee, or any successor or authorized



assign, shall abide by any agreements, rules, regulations, orders, or directives governing the use of the Public Rights-of-Way property or City Municipal Facilities as the City may find necessary and appropriate in executing its responsibilities for public right-of-way management and wireless site regulation.

**Section 16. Licensee to Submit Acceptable Plans.** Prior to construction and installation of Facilities, Licensee shall, at its sole cost and expense, prepare and submit, together with payment of all related fees, any and all reasonable plans and specifications required by the Assistant City Manager/Director of Public Works, or his/her designee. Each submission shall include detailed maps showing the planned construction, the size and the location and number, and any other details regarding the placement of appurtenant above-ground equipment to be located in the Public Rights-of-Way and on City Municipal Facilities or existing third-party infrastructure. The Assistant City Manager/Director of Public Works, or his/her designee shall be authorized to review the plans and specifications and to impose such requirements not inconsistent with this Agreement as are necessary to protect the public health and safety and to minimize any negative impact on aesthetics in the case of the above-ground improvements. The Assistant City Manager/Director of Public Works, or his/her designee shall be authorized to require an alternate location for Facilities on Streetlight Poles or comparable facilities to avoid conflict with public safety as well as other permitted uses in or future public needs of the Public Rights-of-Way identified in this Agreement. Licensee shall, at its sole cost and expense, submit traffic control plans for approval by Assistant City Manager/Director of Public Works, or his/her designee. The City reserves the right to inspect the installation and maintenance of Facilities at any time. Licensee shall pay all plan check, inspection and other related fees prior to the issuance of any permit for the installation and construction of Facilities. All work within the Public Rights-of-Way shall be performed in strict compliance with plans and permits approved by the Assistant City Manager/Director of Public Works, or his/her designee. The City will complete its review of Licensee's plans and specifications in compliance with applicable Laws.

**Section 17. Licensee to Secure Approval and Permits.** If the attachment, installation, operations, maintenance, or location of the Facilities in the Public Way shall require any permits, Licensee shall apply for the appropriate permits and pay any standard and customary permit fee. The City will complete its review of Licensee's permit applications in compliance with applicable Laws. In addition to obtaining and maintaining the permits, Licensee understands and agrees that Licensee's authority to use the Public Rights-of-Way and Municipal Facilities and any third-party infrastructure for the purposes contemplated by this Agreement is dependent upon Licensee obtaining and maintaining all of the certificates, permits and other approvals which may be required from other federal, state or local authorities, and any easements which are required from any third parties. If (i) any application and/or negotiations by Licensee for any required certificate, permit, license, easement, approval, policy of title insurance, or agreement is finally denied, rejected and/or terminated, (ii) any such certificate, permit, license, easement, approval or agreement is canceled, or expires, or lapses or is otherwise withdrawn or terminated, (iii) any Hazardous Materials are discovered or otherwise become located on the Public Rights-of-Way and Municipal Facilities, other than as direct result of Licensee's activities, or (iv) Licensee determines that it is no longer practical to use the Public Rights-of-Way and Municipal Facilities for Licensee's intended purposes, then Licensee shall have the right to terminate this Agreement in its entirety or in connection with

the affected Municipal Facilities licensed by Licensee, which termination shall be effective no sooner thirty (30) days from delivery of written notice from Licensee to City provided Licensee has removed Facilities from the Public Rights-of-Way and Municipal Facilities by that time.

**Section 18. As Built Drawings to be Provided.** Licensee shall provide as-built drawings, in any format acceptable to the Assistant City Manager/Director of Public Works, detailing the location of Facilities installed pursuant to this Agreement, or any Facilities relocated, rearranged and/or modified to the extent approval was required under Section 10 of this Agreement, within sixty (60) days after Facilities are installed relocated, rearranged and/or modified.

**Section 19. Liability Insurance.** Licensee shall carry and maintain for the duration of this Agreement and any amendments hereto, adequate insurance against claims for injuries to persons or damage to property which in any way relate to, arise out of or are connected to the use of the Public Rights-of-Way and Municipal Facilities by Licensee or to the construction, operation or repair of Facilities by Licensee or Licensee's agents, representatives, employees or contractors. The insurance will be obtained from an insurance carrier eligible to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII".

a. Licensee shall maintain the types of coverages limits indicated below. These amounts of coverage will not constitute any limitations or cap on Licensee's indemnification obligations under this Agreement. The City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this Agreement are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage, as Licensee deems adequate, at Licensee's sole cost and expense.

1. Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, the general aggregate will be twice the required per occurrence limit.
2. Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.
3. Workers Compensation and Employer's Liability. Worker's Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident/per disease, per employee/ per disease, policy limits.

b. Licensee will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

1. The City of South Gate will be included as an additional insured by endorsement

as respects this agreement on Commercial General Liability policy.

2. Licensee will obtain occurrence coverage.

3. This insurance will be in force during the life of the Agreement and any extensions of it. The policies will be endorsed to provide at least thirty (30) day's prior written notice to City of cancellation or non-renewal of any required coverage that is not replaced.

c. Prior to City's execution of this Agreement and annually thereafter, Licensee will furnish certificates of insurance and endorsements to City.

d. Failure to maintain any of these insurance coverage shall be deemed a material default for purposes of Section 33.

e. In the event that the City has tendered a claim to Licensee, or its insurer, or its insurer has denied coverage to the City, Licensee will make available to the City within fifteen (15) days of the City's written request to Licensee, a copy of actual, authentic and applicable insurance policies for review (but not for copying, faxing or otherwise reproducing any part of any policy or other insurance correspondence), subject to the City first executing Licensee's standard non-disclosure agreement. The policy review is limited to no more than three days during a consecutive six-month period and must be conducted during Licensee's normal business hours while the City's representative is accompanied by a Licensee Risk Management professional. Upon completion of review no copies will be made and all policies will be returned to Licensee's Corporate Risk Management Department.

f. All insurance companies affording coverage to Licensee, except workers' compensation and employer's liability, shall be required to include the City of South Gate as "additional insured" by endorsement under the insurance policy(s) required in accordance with this Agreement. Insurance coverage provided to the City as an additional insured shall be primary insurance and other insurance maintained by the City, its officers, agents and employees shall be excess only and not contributing with the insurance provided pursuant to this Agreement.

g. City may require reasonable revisions of amounts and coverage once every five (5) during the term of this Agreement by giving Licensee sixty (60) day's prior written notice. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Public Rights-of-Way and Municipal Facilities. Licensee also agrees to obtain any additional insurance required by City for new improvements as provided in city's written notice, in order to meet the requirements of this Agreement.

**Section 20. Performance and Payment Bonds.** Prior to construction of Facilities, Licensee shall post a performance bond with the City in the amount of Three Thousand Dollars (\$3,000) per Licensee Facility ("Performance Bond") and a payment bond with the City in the amount of Two Thousand Dollars (\$2,000) per Licensee Facility ("Payment Bond"), each substantially in a form acceptable to the City Attorney. This

Performance Bond and the Payment Bond shall each remain in place for the term of the Agreement. The Performance Bond shall secure the faithful performance of Licensee's obligations under this Agreement. The Payment Bond shall secure the payment of claims of laborers, mechanics, material suppliers and other persons and entities engaged by Licensee in connection with the subject matter of this Agreement, as provided by law.

**Section 21. Accident Reports.** Licensee shall within two (2) business days report to City any accident causing property damage or any serious injury to persons resulting from any of Licensee's activities under this Agreement. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information. Said report shall be sent to the Director of Public Works, City Attorney, and City Clerk.

**Section 22. Indemnification and Defense of City and Limitation of Liability.**

a. To the extent permitted by applicable Laws, Licensee shall waive all claims against City for any damages to the personal property and equipment of Licensee or City in, upon or about the Public Rights-of-Way and Municipal Facilities and for injuries to any employees of Licensee or their agents in, upon, or about the Public Rights-of-Way and Municipal Facilities from any cause arising at any time, unless the damages and/or injuries arise out of the City's active negligence or willful misconduct. In addition, to the extent permitted by applicable Laws, Licensee will fully indemnify, hold harmless, and faithfully defend (with counsel selected by Licensee but reasonably acceptable to the City) the City, including its elected and appointed officials, officers, employees, contractors and agents ("Indemnified Parties"), from any claims, losses, damages, expenses, including attorneys' fees, or damage or injury to any person, or any property, whether direct or indirect, arising from the use of the Public Rights-of-Way and Municipal Facilities by Licensee or Licensee's officers, employees, contractors, invitees or agents, or from the failure of Licensee to keep Facilities and equipment in good condition and repair, as provided for in this Agreement, unless the claim, loss, damage, expense, including attorneys' fees, damage or injury arises out of the City's active negligence or willful misconduct.

b. Licensee's indemnification and defense shall indemnify, defend and hold harmless City and Indemnified Parties from and against all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting from the performance by Licensee of the Agreement whether resolution proceeds to judgment or not.

c. Licensee acknowledges and agrees that Licensee bears all risks of loss or damage of its Facilities and materials installed in the Public Rights-of-Way and on Municipal Facilities pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged Facility(ies), including, without limitation, damage caused by the City's removal of the Facility(ies), except to the extent that such loss or damage was caused by the willful misconduct or active negligence of the City, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors.

d. In no event, shall either party be liable to the other for consequential, indirect, or punitive damages.



**Section 23. Revocation of Authorization.** If Licensee fails to comply with any of the material terms and conditions of this Agreement and/or any applicable Law, including without limitation Laws applicable to Hazardous Materials, the City may revoke the authorization granted herein, subject to the terms and conditions stated in Section 33, "Termination".

**Section 24. Terms and Conditions Specific to this Agreement.** The terms and conditions of this Agreement shall apply solely to Facilities in the Public Rights-of-Way and Municipal Facilities described in Exhibit B, and shall not apply to, nor establish any precedent for, the conditions the City may impose upon Licensee in the event Licensee seeks to provide other services to the public for hire within the City.

**Section 25 Reservation of Rights.** The rights granted by this Agreement are granted based upon representations by Licensee that its federal and state grants or certificates authorize construction and operation of activities in relation to this Agreement.

**Section 26. Governing Law; Jurisdiction.** This Agreement shall be governed and construed by and in accordance with the laws of the United States and the State of California without reference to general conflicts of law principles. Venue shall be exclusively within the County of Los Angeles.

**Section 27. Amendment of Agreement.** This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the Parties.

**Section 28. Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the Parties relating to the subject matter of this Agreement, which are not fully expressed herein. Each Party has relied on advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself. The terms and conditions of this Agreement shall bind and inure to the benefit of City and Licensee and, except as otherwise provided in this Agreement, their respective heirs, distributees, executors, administrators, successors, and assigns. This Agreement is not intended to (and shall not be construed to) give any third party, which includes without limitation Licensee's customers or any other third-party beneficiaries, any right, title or interest in this Agreement or the real or personal property(ies) that may be affected by the same.

**Section 29. Severability.** If any part of any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement is finally determined to be invalid or unenforceable under applicable Law, that part or provision shall be ineffective to the extent of such invalidity only, and the remaining terms and condition shall be valid and enforceable to the fullest extent permitted by Law, except the extent that such enforcement would (a) be manifestly unreasonable or manifestly inequitable under all the circumstances or (b) undermine one or both parties' fundamental purpose in entering this Agreement.

**Section 30. Taxes.** Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or Facilities, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Licensee or levied by reason of the business or other Licensee activities related to this Agreement, including any licenses or permits. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and agrees it is solely responsible for the payment of these taxes. Licensee shall be responsible for all utilities and any property taxes imposed as a result of the use of the Right-of-Way or Municipal Facilities by Licensee. Licensee further understands and acknowledges that any sublicense or assignment under this Agreement and any options, extensions or renewals in connection with this Agreement may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Agreement.

**Section 31. Non-exclusivity: Interference.** This Agreement is non-exclusive. The City reserves the right to enter into agreements with other parties, including but not limited to telecommunications and information services providers for use of the Public Rights-of-Way or Municipal Facilities.

The parties will operate in compliance with all FCC regulations regarding interference with the radio signal transmissions of the other and other third parties in or upon Municipal Facilities or the Public Way, which transmissions are operated in compliance with applicable Law.

**Section 32. Notices.** All notices under this Permit Agreement shall be in writing and, unless otherwise provided in this Agreement, shall be deemed validly given when received via certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other mailing address which the Party to be notified may designate to the other Party by such notice).

Should City or Licensee have a change of address, the other Party shall immediately be notified as provided in this section of such change.

**To Licensee:**

**To City:**

New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group – Lease  
Administration  
Re: Wireless Installation on Structures  
(City of South Gate) (CA)  
FA No.: \_\_\_\_\_  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

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

with a copy to:

with a copy to:

City Clerk  
Attn: Carmen Avalos  
City Attorney  
Attn: Raul F. Salinas  
8650 California Avenue  
South Gate, CA 90280

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Dept. - Network  
Operations  
Re: Wireless Installation on Structures  
(City of South Gate) (CA)  
FA No.: \_\_\_\_\_  
208 S. Akard Street  
Dallas, TX 75202-4206

Communications shall be deemed to have been given and received on the first to occur if (i) actual receipt at the offices of the Party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the Party to whom the communication is to be sent, as designated above

**Section 33. Termination.** This Agreement may be terminated by either Party upon forty five (45) days' prior written notice to the other Party upon a default of any material covenant or term hereof by the other Party, which default is not cured within forty five (45) days of receipt of written notice of default (or, if such default is not curable within forty five (45) days, the defaulting Party fails to commence such cure within forty five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be thirty (30) days from receipt of notice. The defaulting party shall not be entitled to any additional time to cure a monetary default. Should Licensee use Facilities for a purpose that requires additional City approvals that have not been obtained, City may terminate this Agreement with respect to the unapproved Facility(ies) in the manner authorized by this Section 33. Except as expressly provided for herein, the rights granted under this Agreement are irrevocable during the term. Licensee may terminate this Agreement at any time and for any reason with sixty (60) days' written notice to City.

**Section 34. Removal of Facilities.** Upon the expiration or termination of this Agreement in its entirety or with respect to any individual Facilities, Licensee, at its sole cost and

expense, shall remove all Facilities or the affected individual Facilities installed pursuant to this Agreement and restore the affected area to its original condition, reasonable wear and tear excepted. In the event Licensee fails to do so within ninety (90) days after expiration or termination, then: (a) Licensee shall remain responsible for all its obligations under same and liable for all claims that may arise in connection with the Facilities through and until such Facilities are completely removed and the affected areas are completely restored; (b) the City shall have the right (but not the obligation) to perform such obligations; (c) the City shall have the right to store, sell or dispose of any Facilities, improvements, personal property or other things installed by Licensee subject to removal; and (d) Licensee shall reimburse the City for all actual and reasonable costs incurred by the City in connection with such removal and restoration work within 30 days after a written demand for reimbursement and reasonable documentation to support such costs.

**Section 35. Other Regulations.** All Licensee's use of the Public Rights-of-Way and Municipal Facilities under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules, regulations and ordinances of the City of South Gate now in force, or hereinafter prescribed or promulgated.

**Section 36. Related Actions.** By the granting of this Agreement, neither City nor its City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the use of the Public Rights-of-Way and Municipal Facilities. Discretionary action includes, but is not limited to, permits, environmental clearances or any other governmental agency approvals, which may be required for the development and operation of the Facilities within the Public Rights-of-Way and Municipal Facilities.

**Section 37. Use of the Public Rights-of-Way.** Licensee acknowledges that the paramount use of Public Rights-of-Way Property or Municipal Facilities is for the public. Licensee agrees to coordinate use of the Public Rights-of-Way Property or Municipal Facilities with City so as not to unreasonably conflict with City's programs and activities. Licensee expressly acknowledges and agrees that: (1) this Agreement will not be coupled with an interest; (2) the City retains legal possession and control over all Municipal Facilities for the City's municipal functions, which will be superior to Licensee's rights in the Municipal Facilities at all times except as provided for herein; and (3) except as specifically provided otherwise in this Agreement, the City may enter into any agreement with third parties to use and/or occupy any Municipal Facilities, the Public Rights-of-Way and/or other City property.

**Section 38. Powers to Enter into Agreement.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensee and the City.

**Section 39. Waivers.** No failure by either the City or Licensee to insist that the other strictly perform any obligation, term, covenant or condition under this Agreement or to exercise any rights, powers or remedies in connection with the other party's failure to strictly perform



such obligation, term, covenant or condition no matter how long the failure to insist on such performance or exercise such rights, powers or remedies, will be deemed to waive any default for non-performance. No behaviors, patterns or customs that may arise between the Parties with respect to their performance required under this Agreement will be deemed to waive any rights, powers or remedies the parties' may have to insist on strict performance. Neither Licensee's payment nor the City's acceptance of any fees or any other sums due to the City under this Agreement during any such default will be deemed to cure any such default, waive the City's right to demand material compliance with such obligation, term, covenant or condition or be deemed to be an accord and satisfaction for any claim the City may have for additional sums. Any express waiver by either the City or Licensee in connection with any default or obligation to perform any provision, term, covenant or condition under this Agreement will: (a) be limited to the specific default or performance for which the express waiver is granted; (b) not be deemed to be a continuing waiver; and (c) not affect any other default or performance no matter how similar or contemporaneous such other default or performance may be.

**Section 40. Survival.** All terms, provisions, covenants, conditions and obligations in this Agreement will survive expiration or termination when, by their sense or context, such provisions, covenants, conditions or obligations: (a) cannot be observed or performed until this Agreement's expiration or earlier termination; (b) expressly so survive; or (c) reasonably should survive this Agreement's expiration or earlier termination. Notwithstanding any other provision in this Agreement, the Parties rights to enforce any and all indemnities, representations and warranties given or made to the other party under this Agreement will not be affected by the expiration or termination of the Agreement.

IN WITNESS WHEREOF the Parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

**“Licensor”**  
**CITY OF SOUTH GATE**

**“Licensee”**  
**NEW CINGULAR WIRELESS PCS, LLC**

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

By: \_\_\_\_\_


Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Exhibit A**

Pre-Approved Design Configurations

**Exhibit A-1**

Licensee's Available Design Configurations



**Exhibit B**

Approved Plans for Licensee's Facilities on Municipal Facilities

FEB 15 2022


7:00pm

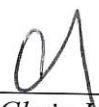
# City of South Gate

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: February 22, 2022  
Originating Department: Community Development

Department Director:   
Meredith Elguira

Interim City Manager:   
Chris Jeffers

**SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 2020-45-CC WITH COMPATOR, INC. TO CHANGE THE REMAINING FUNDING SOURCE FROM COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO AMERICAN RESCUE PLAN ACT FUNDS FOR THE IMPLEMENTATION OF MENTAL HEALTH SERVICES**

**PURPOSE:** To consider Amendment No. 4 to Contract No. 2020-45-CC with Compator, Inc. ("Compator") to change the funding source from Community Development Block Grant ("CDBG") funds to American Rescue Plan Act ("ARPA") funds to pay for contracted mental health counseling services offered free to South Gate residents.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving Amendment No. 4 to Contract No. 2020-45-CC with Compator, Inc., to reflect a change in the funding source and related modified reporting guidelines by using ARPA funds instead of CDBG-CV funds;
- b. Appropriating \$133,000 of ARPA funds to an account determined by the Director of Administrative Services to fund the remaining scope of services under contract No. 2020-45-CC related to the Free Mental Health Services Program; and
- c. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** Funding for the Free Mental Health Counseling Services Program with Compator would come from the City's allocation of APRA funds recently received from the U.S. Treasury Department. There is no impact to the General Fund.

**ANALYSIS:** Since the declaration of the coronavirus (COVID-19) pandemic in March 2020 and its subsequent variants, there has been an increased need for substance abuse and mental health services. Compator is a non-profit, community-based organization, experienced in providing substance abuse, counseling, and other services to the South Gate community since 2011. On June 23, 2020, the City Council approved an allocation of \$81,173 of CDBG-CV funds for Compator to provide services to South Gate residents, followed by a second allocation of \$325,000 of CDBG-CV funds on November 24, 2020, and a third allocation of \$120,000 of CDBG-CV funds on March 23, 2021, for a total allocation of \$526,173 in CDBG-CV funds. As part of their services, Compator proposed to provide counseling, mentoring, and substance abuse disorder educational services to 140 South Gate residents through the end of FY 2021-2022.

The total amount paid by the City to subrecipient is \$393,173, thus leaving a balance of \$133,000. The appropriation of the \$133,000 of ARPA funds will not increase the contracted amount of Compator's original CDBG-CV allocation of \$526,173 and represents the unspent funds to date which would be eligible for use until June 30, 2022.

In addition, Amendment No. 4 will change the billing documentation process for services rendered by Compator. The proposed change will reduce processing and verification for both the services provider (Compator) and the City, thus actually saving considerable time and costs currently being incurred by both parties. The amendment provides for the use of an approved service hourly rate used by the County of Los Angeles in its agreements with similar providers. The rate is \$155.00 per hour and encompasses both direct and indirect costs incurred by the service provider.

All clients served by Compator will still have to be documented as connected or resulting from the impacts of COVID-19 under the America Rescue Plan Act guidelines.

**BACKGROUND:** Compator is a non-profit, community-based organization which provides counseling services to individuals with substance abuse disorder and other mental health related issues. They have been providing services to the South Gate community since 2011 and are certified by the California Department of Health Care Services and the Los Angeles County Substance Abuse Prevention and Control (SAPC). Their outpatient treatment program offers services in the following areas: mental health services, substance abuse, drug testing, treatment planning, supportive services, advocacy, individual and group counseling, family education, crisis intervention, and case management.

**ATTACHMENT:**

- A. Proposed Amendment No. 4 to Contract No. 2020-45-CC
- B. Contract No. 2020-45-CC
- C. Amendment No. 1 to Contract No. 2020-45-CC
- D. Amendment No. 2 to Contract No. 2020-45-CC
- E. Amendment No. 3 to Contract No. 2020-45-CC

**AMENDMENT NO. 4 TO CONTRACT NO. 2020-45-CC COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT TO CHANGE THE REMAINING FUNDING SOURCE FROM COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO AMERICAN RESCUE PLAN ACT FUNDS BETWEEN THE CITY OF SOUTH GATE AND COMPATIOR, INC.**

This Amendment No. 4 to the Community Development Block Grant Subrecipient Agreement ("Amendment No. 4"), is made and entered into on February 22, 2022, and is retroactively effective as of October 1, 2021, by and between the City of South Gate, a municipal corporation ("Grantee"), and Compator, Inc., a California nonprofit corporation ("Subrecipient"). Grantee and Subrecipient are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, the City received Community Development Block Grant ("CDBG") funds from the federal Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Title 24 of the Code of Federal Regulations ("CFR"), Part 570, concerning CDBG funds;

**WHEREAS**, on June 23, 2020, the City Council approved Contract No. 2020-45-CC with Subrecipient ("Agreement") to assist residents with mental health issues in an amount not to exceed Eighty-One Thousand One Hundred and Seventy-Three Dollars (\$81,173) using supplemental CDBG funding to enable activities that respond to the Coronavirus Disease in 2019 ("CDBG-CV");

**WHEREAS**, on November 24, 2020, the City Council approved Amendment No. 1 to the Agreement and allocated an additional Three Hundred Twenty-Five Thousand Dollars (\$325,000) of regular CDBG funds for additional mental health counseling services to assist residents, through and including June 30, 2021, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Six Thousand One Hundred Seventy-Three Dollars (\$406,173);

**WHEREAS**, on January 26, 2021, the City Council approved Amendment No. 2 to the Agreement extending the term of Contract No. 2020-45-CC through and including June 30, 2022, and extending Amendment No. 1 to be retroactively effective from June 23, 2020, through and including June 30, 2021;

**WHEREAS**, on March 23, 2021, the City Council approved Amendment No. 3 to the Agreement for additional free-mental health effective March 23, 2021 through and including June 30, 2022, in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000). The aggregate total of Agreement and Amendments No. 1 through No. 3 is a sum total of Five Hundred Twenty-Six Thousand One Hundred Seventy-Three Dollars (\$526,173);

**WHEREAS**, Grantee and Subrecipient desire to execute Amendment No. 4, changing the funding source from CDBG-CV funds to ARPA funds for the implementation of mental health services through and including June 30, 2022; and

**WHEREAS**, the American Rescue Plan Act (“ARPA”), signed into law in March 2021, provides funding for a number of different programs, including the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”), and monetary support to local governments to respond to, mitigate, and recover from the COVID-19 public health emergency;

**WHEREAS**, on September 28, 2021, the City Council authorized the City Manager to utilize ARPA SLFRF funding from the United States Department of Treasury for the Revive South Gate Spending Plan, which includes five spending categories: recovery from the pandemic, direct assistance programs, public health (including mental health services) and safety, critical infrastructure, and city fiscal health;

**WHEREAS**, the City intends to use such ARPA funds in the amount of One Hundred Thirty-Three Thousand Dollars (\$133,000) to replace the use of CDBG-CV funds to pay for the balance of existing services contracted under Contract No. 2020-45-CC with Subrecipient;

**WHEREAS**, Subrecipient has agreed to receive such funds and has further agreed to fully comply with ARPA Funding Requirements as described and set forth in **Exhibit 1** attached hereto, and incorporated herein by this reference;

**WHEREAS**, Subrecipient represents that it is qualified and willing to operate said program and certifies that the administration of said program carried out with funds provided under this Amendment will meet ARPA’s objectives to respond to, mitigate, and recover from this historic COVID-19 public health crisis; and

**WHEREAS**, Amendment No. 4 keeps in place the existing scope of services which remain outstanding under the Agreement, including Amendment Nos. 1-3, inclusive.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**

- a. **COMPENSATION AND METHOD OF PAYMENT.** Grantee and Subrecipient agree that the remaining source of funding for outstanding services provided by Subrecipient shall not exceed One Hundred Thirty-Three Thousand Dollars (\$133,000), which shall be paid using ARPA funds rather than CDBG-CV funds. Grantee shall disburse such ARPA funds upon Subrecipient complying with the reporting and related documentation required under ARPA. This Amendment No. 4 shall not operate or be construed to increase the scope of services that Subrecipient is contractually obligated to provide under the Agreement, including Amendment Nos. 1 through 3, inclusive.



2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All of the recitals to this Amendment No. 4 are incorporated into the Agreement as modified by this Amendment No. 4. City reserves the right to augment or reduce the scope of work as the City deems necessary.

**[Remainder of page left blank intentionally.]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SOUTH GATE:**

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

Dated: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**COMPATIOR, INC.:**

By: \_\_\_\_\_  
Elizabeth Duran, Executive Director

Dated: \_\_\_\_\_

## EXHIBIT 1

### AMERICAN RESCUE PLAN ACT (ARPA) FUNDING REQUIREMENTS

#### I. ARPA PROGRAM PROVISIONS

A. Scope of Work. SUBRECIPIENT shall be responsible for the specific tasks and services of said program, and agrees to administer said program in compliance with the tasks and services as described in the Agreements Scope of Work. SUBRECIPIENT's failure to perform as required may, in addition to other remedies set forth in the Agreement, result in readjustment of the amount of funds for said program or termination of the Agreement.

B. Disbursement of Funds. Said ARPA SLFRF Funds shall be disbursed by CITY to SUBRECIPIENT pursuant to **Section 3, Compensation and Method of Payment**, of the Agreement. SUBRECIPIENT shall be obligated to perform such duties as would normally extend beyond the term, including, but not limited to, obligations with respect to indemnification, audits, reporting, data retention/reporting, and accounting. Failure to provide any of the required documentation and reporting will cause CITY to withhold all or a portion of a request for ARPA SLFRF Funds, or return the entire request to SUBRECIPIENT, until such documentation and reporting has been received and approved by CITY.

(1) **Reduction in ARPA SLFRF Funding.** The CITY reserves the right to reduce the amount of ARPA SLFRF Funds to SUBRECIPIENT, or to completely terminate this Agreement, in the CITY's sole discretion, if there is a reduction in ARPA SLFRF Funds provided to the CITY.

(2) **Reduced Distribution of Funds.** The CITY reserves the right to reduce the grant application if the CITY's fiscal monitoring indicates that SUBRECIPIENT's rate of expenditure will result in unspent funds at the end of the program term. Amendments in the grant allocation will be made after consultation with SUBRECIPIENT.

(3) **Reversion of Assets.** SUBRECIPIENT agrees that any and all funds received under this Agreement shall be utilized during the Term of this Agreement, and that any and all funds remaining as of the end of the Term, which have not been utilized, shall be returned by SUBRECIPIENT to the CITY within thirty (30) days of the expiration or earlier termination of the Agreement. No expense of SUBRECIPIENT will be reimbursed by CITY if incurred after the end of the Term of the Agreement.

#### C. Grant Program Requirements.

(1) SUBRECIPIENT acknowledges that the source of funding for said program is the federal ARPA, and that payments from the ARPA SLFRF Funds are only to be used to make necessary expenditures incurred due to the public health emergency with respect to COVID-19.

(2) SUBRECIPIENT acknowledges that ARPA provisions allow the use of ARPA SLFRF Funds to respond to, mitigate, and recover from the COVID-19 public health emergency, and will not use these funds for any other uses.

(3) SUBRECIPIENT shall follow the process and determination of eligibility for participants in said program as outlined in **Section 1, Scope of Services**, of the Agreement.

D. Performance Monitoring.

(1) SUBRECIPIENT shall submit program performance information as often as requested by CITY, but no less than the submission of monthly reports and a final report to CITY with the information requested by and in the format acceptable to CITY. Each monthly report is due within thirty (30) days of completion of work for each month. The final report is due within thirty (30) days after the termination or expiration of this Agreement.

(2) CITY will evaluate SUBRECIPIENT's management and operation of said program with respect to the project expectations as described in **Section 1, Scope of Services**, of the Agreement.

(3) CITY will review the audit of the SUBRECIPIENT to ensure that grant funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements under this Agreement, including attachments and exhibits.

(4) If action to correct any substandard performance is not taken by the SUBRECIPIENT within a reasonable period after being notified by CITY, suspension or termination procedures may be initiated by CITY.

(5) All performance shall be subject to review by the CITY or other regulatory agencies at all times. SUBRECIPIENT shall provide adequate cooperation to any inspector or other CITY representative to permit the same to determine SUBRECIPIENT's conformity with the terms of this Agreement. If any services performed by SUBRECIPIENT are not in conformance with the terms of this Agreement, the CITY shall have the right to require SUBRECIPIENT to perform the services in conformance with the terms of the Agreement at no additional cost. The CITY may also terminate this Agreement for default and charge SUBRECIPIENT for any costs incurred by the CITY because of SUBRECIPIENT's failure to perform.

(6) SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a CITY representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Agreement at any time, upon reasonable notice to SUBRECIPIENT.

E. Audit.

(1) SUBRECIPIENT shall maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits by CITY. This requirement shall apply

to any records and documentation CITY shall reasonably require or as required to be maintained pursuant to the ARPA regulations.

(2) The books and accounts, files, and other records of SUBRECIPIENT, which are applicable to this Agreement, shall be available for inspection, review, and audit during normal business hours by CITY to determine the proper application and use of all ARPA SLFRF Funds provided to or for the account or benefit of SUBRECIPIENT.

(3) SUBRECIPIENT assumes responsibility for reimbursement to CITY a sum of money equivalent to the amount of any expenditures disallowed should the CITY, or an authorized agency, rule through audit, exception, or some other appropriate means, that expenditures from funds allocated to SUBRECIPIENT for direct and/or administrative costs were not made in compliance with the applicable cost principles, regulations, or the provisions of this Agreement.

(4) SUBRECIPIENT agrees to comply with the requirements of OMB Uniform Guidance 2 CFR Part 200. SUBRECIPIENT further agrees to provide CITY with a copy of completed independent auditors' report within thirty (30) days of CITY's request for such report. If the report contains instances of non-compliance with federal laws and regulations that bear directly on the performance or administration of this Agreement, SUBRECIPIENT shall provide CITY copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved. All reports prepared in accord with the requirements of OMB Uniform Guidance 2 CFR Part 200 shall be available for inspection by representatives of CITY or the federal government during normal business hours.

(5) All accounting records, reports, and evidence pertaining to all costs, expenses and the ARPA SLFRF Funds of SUBRECIPIENT and all documents related to this Agreement shall be maintained and kept available at SUBRECIPIENT'S office or place of business for the duration of the Agreement and thereafter for five (5) years from the date of final payment under this Agreement. Records which relate to: (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement; or, (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims, or exceptions. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of South Gate, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

F. Ownership/Use of Materials. SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Agreement shall be the sole property of the CITY. The material, reports, or products may be used by the CITY for any purpose that the CITY deems to be appropriate, including, but not limit to, duplication and/or distribution within the CITY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the CITY.



G. Close-Out. SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.343, including the following:

(1) SUBRECIPIENT must submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of this Agreement;

(2) SUBRECIPIENT must promptly refund any balances of unobligated cash that the CITY paid in advance or paid and that is not authorized to be retained by SUBRECIPIENT for use in other projects (See OMB Circular A-129 and 2 CFR §200.345); and,

(3) CITY should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

## II. SUBRECIPIENT'S OBLIGATIONS

### A. Representations and Warranties.

(1) **Authority.** SUBRECIPIENT is a duly organized and existing domestic nonprofit corporation in good standing and authorized to do business under the laws of the State of California. SUBRECIPIENT has full right, power and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by SUBRECIPIENT has been fully authorized by all requisite actions on the part of SUBRECIPIENT.

(2) **Experience.** SUBRECIPIENT is qualified to provide the administrator services for said program detailed herein.

(3) **Familiarity With Services Required.** By executing this Agreement, SUBRECIPIENT warrants that: (i) it has thoroughly investigated and considered the administrator services to be performed and provided for said program as detailed in **Section 1, Scope of Services**, of the Agreement; (ii) it has carefully considered how the services should be performed; and, (iii) it fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

(4) **No Conflict.** To the best of SUBRECIPIENT'S knowledge, SUBRECIPIENT'S execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which SUBRECIPIENT is a party or by which it is bound.

(5) **No Bankruptcy.** SUBRECIPIENT is not the subject of any current or threatened bankruptcy proceeding.

(6) **No Pending Legal Proceedings.** SUBRECIPIENT is not the subject of a current or threatened litigation that would or may materially affect SUBRECIPIENT'S performance under this Agreement.

(7) **Proposal Veracity.** All provisions of and information provided in SUBRECIPIENT's proposal submitted to CITY, including any exhibits, are true and correct in all material respects.

(8) **No Pending Investigation.** SUBRECIPIENT has no knowledge that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, which would relate to or affect performance of the Agreement or provision of services hereunder.

B. **Licensing.** SUBRECIPIENT agrees to obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing its operations. SUBRECIPIENT shall ensure that its staff shall also obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing SUBRECIPIENT's operations hereunder. Such licensing requirements include obtaining a City business license, as applicable.

C. **Zoning.** SUBRECIPIENT agrees that any facility/property used in furtherance of said program shall be specifically zoned and permitted for such use(s) and activities. Should SUBRECIPIENT fail to have the required land entitlement and/or permits, thus violating any local, state or federal rules and regulations relating thereto, SUBRECIPIENT shall immediately make good-faith efforts to gain compliance with local, state or federal rules and regulations following written notification of said violation(s) from the CITY or other authorized citing agency. SUBRECIPIENT shall notify CITY immediately of any pending violations. Failure to notify CITY of pending violations, or to remedy such known violation(s) shall result in termination of grant funding hereunder. SUBRECIPIENT must make all corrections required to bring the facility/property into compliance with the law within sixty (60) days of notification of the violation(s); failure to gain compliance within such time shall result in termination of grant funding hereunder.

D. **Separation of Accounts.** All funds received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of such accounts maintained pursuant to applicable 2 CFR 200.302 requirements. SUBRECIPIENT is not required to maintain separate depository accounts for ARPA SLFRF Funds; provided however, the SUBRECIPIENT must be able to account for receipt, obligation, distribution and expenditure of ARPA SLFRF Funds pursuant to applicable 2 CFR 200.302 requirements.

E. **Audit Report Requirements.** SUBRECIPIENT agrees that if SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in federal funds, SUBRECIPIENT shall have an annual audit conducted by a certified public accountant in accordance with the standards as set forth and published by the United States Office of Management and Budget. SUBRECIPIENT shall provide CITY with a copy of said audit by April 1 of the year following the program year in which this Agreement is executed.

F. **Compliance with Law/Program Income.** SUBRECIPIENT acknowledges that the funds being provided by CITY for said program are received by CITY pursuant to ARPA, and that distribution and expenditure of these ARPA SLFRF Funds shall be in accordance with ARPA and all pertinent regulations issued by agencies of the federal government, including, but not limited to, all

regulations found at Title 24 of the Code of Federal Regulations. Any program income received by SUBRECIPIENT shall be returned to CITY, unless otherwise provided for in this Agreement. SUBRECIPIENT agrees to comply fully with all federal, state and local laws and court orders applicable to its operation and administration of said program, whether or not referred to in this Agreement.

G. Debarment. To protect the public interest and ensure the integrity of Federal programs, CITY may only conduct business with responsible persons and may not make any award or permit any award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". See also 24 CFR 570.609. SUBRECIPIENT must review and sign **Exhibit B** "Debarment", which is attached hereto and incorporated herein by this reference. SUBRECIPIENT shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board or Internal Revenue Service. Any change in the corporate status or suspension of SUBRECIPIENT shall be reported immediately to CITY.

H. Confidentiality. Without prejudice to any other provisions of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state law. However, SUBRECIPIENT shall submit to CITY or its representatives, all records requested, including audit, examinations, monitoring and verifications of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

I. Independent Contractor. SUBRECIPIENT agrees that the performance of obligations hereunder is rendered in its capacity as an independent contractor and that it is in no way an agent of CITY.

J. Violation of Terms and Conditions. SUBRECIPIENT agrees that if SUBRECIPIENT violates any of the terms and conditions of this Agreement or any prior Agreement whereby ARPA SLFRF Funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if on audit there is a disallowance of certain expenditures, SUBRECIPIENT agrees to remedy the acts or omissions causing the disallowance and repay CITY all amounts spent in violation thereof. If SUBRECIPIENT engaged in fraudulent activity to obtain and/or justify distribution or expenditure of the ARPA SLFRF Funds granted hereunder, SUBRECIPIENT shall be required to reimburse the CITY of all such funds that were obtained, distributed and/or spent under fraudulent circumstances.

K. Fraud. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity related to said program for the ARPA SLFRF Funds under this Agreement.

L. Prohibited Use. SUBRECIPIENT hereby certifies and agrees that it will not use ARPA SLFRF Funds provided through this Agreement to pay for entertainment, meals or gifts, or other prohibited uses.

M. Lobbying. SUBRECIPIENT certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be

expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. SUBRECIPIENT shall sign a certification to that effect in a form as set forth in **Exhibit C**, attached hereto and by this reference incorporated herein. SUBRECIPIENT shall submit said signed certification to CITY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of CITY to pay any sums to SUBRECIPIENT under the terms and conditions of this Agreement.

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 a "Disclosure Form to Report Lobbying," in accordance with its instructions (**Exhibit C**).

N. Financial Interest. SUBRECIPIENT agrees that except for the use of administrative fees to pay salaries and other related administrative or personnel costs, no persons who exercise or have exercised any function with respect to administering said program under the terms of this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to the administration of said program, may obtain a financial interest or benefit from said program, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of CITY, or of any designated public agency, or the SUBRECIPIENT.

O. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

P. Equal Employment Opportunities. SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by ARPA SLFRF Funds shall provide equal employment opportunities for minorities and women.

Q. Women and Minority-Owned Businesses (W/MBE). SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in accordance with the requirements of 2 CFR 200.321 "Contracting with small and

minority businesses, women's business enterprises, and labor surplus area firms". As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

R. Drug Free Workplace. SUBRECIPIENT agrees to provide a drug-free workplace and to execute a certification as set forth in **Exhibit D** attached hereto and incorporated herein by this reference.

S. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The following requirements and standards must be complied with: 2 CFR Part 200 et al. SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326.

### **III. CITY'S OBLIGATIONS**

A. Audit of Account. CITY shall include an audit of the account maintained by SUBRECIPIENT in CITY's audit of all ARPA SLFRF Funds in accordance with Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

B. Common Rule: Pursuant to 2 CFR 200.328(a), the CITY manages the day-to-day operations of each grant and subgrant supported activities. CITY staff has detailed knowledge of the grant program requirements and monitors grant and subgrant supported activities to assure compliance with federal requirements. Such monitoring covers each program, function and activity and performance goals are reviewed periodically.

C. Project Expectations: CITY shall monitor the performance of SUBRECIPIENT against goals and performance standards required herein. The SUBRECIPIENT shall be responsible to accomplish the project expectations as set forth in **Section 1, Scope of Services**, of the Agreement, and report such results to the CITY. If the SUBRECIPIENT estimates such goals will not be met, the SUBRECIPIENT is to contact the CITY, at which time the CITY will determine if any adjustments to the grant award is appropriate. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. Should the CITY determine that the SUBRECIPIENT has not performed its obligations as stated in this contract in a satisfactory manner, or if the CITY determines that insufficient supporting information has been submitted, the CITY shall notify the SUBRECIPIENT in writing of its determination specifying in full detail the objections that it has to the SUBRECIPIENT's performance. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being notified by the CITY, within a reasonable period of time as stipulated in the written notification, contract suspension or termination procedures will be initiated.



#### IV. GENERAL PROVISIONS

##### A. Non-Discrimination.

1. SUBRECIPIENT agrees to comply with Executive Order 11246, which requires that during the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SUBRECIPIENT setting forth the provisions of this nondiscrimination clause.

2. SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, which indicates that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program of activity receiving federal financial assistance.

3. No person shall, on the grounds of race, sex, creed, color, religion, marital status, national origin, age, sexual orientation, or physical or mental handicap be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, programs or employment supported by this Agreement. SUBRECIPIENT is prohibited from discrimination on the basis of age or with respect to an otherwise qualified handicapped person as provided for under Section 109 of the Housing and Community Development Act of 1974, as amended.

4. SUBRECIPIENT agrees to comply with the Age Discrimination Act of 1975, which requires that during the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of age. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SUBRECIPIENT setting forth the provisions of this age discrimination clause.

5. SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973, which requires that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance or under any program or activity conducted by any executive agency or by the United States Postal Service.

B. Conflict of Interest. Pursuant to the conflict of interest requirements set forth in 24 CFR 570.611 and 2 CFR 200.112, SUBRECIPIENT certifies that no member, officer, employee, agent or assignee of CITY having direct or indirect control of any ARPA SLFRF Funds granted to the CITY, inclusive of the subject ARPA SLFRF Funds, shall serve as an officer of SUBRECIPIENT. Further, any conflict or potential conflict of interest of any officer of SUBRECIPIENT shall be fully

disclosed in writing prior to the execution of this Agreement and said writing shall be attached and deemed fully incorporated as a part hereof. Notice shall be sent by SUBRECIPIENT to CITY regarding any changes or modifications to its board of directors and list of officers.

C. Special Certification for Religious Entities. If SUBRECIPIENT is a religious entity, SUBRECIPIENT hereby agrees that in connection with the provision of the services SUBRECIPIENT shall provide with ARPA SLFRF Funds, in accordance with 24 CFR 570.200(j):

1. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.

2. SUBRECIPIENT shall not discriminate against any person applying for the services SUBRECIPIENT agrees to provide under the terms of this Agreement on the basis of religion and shall not limit such services or give preference to applicants for such services on the basis of religion.

3. SUBRECIPIENT shall NOT provide religious instruction or counseling, conduct any religious worship or services, or engage in any religious proselytizing, or exert any religious influence in the provision of the services in said program. The parties agree that this covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of CITY funds by SUBRECIPIENT with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of the California Constitution, and is not in any manner intended to restrict other activities of SUBRECIPIENT.

4. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols.

5. Where the services to be provided under said program are rendered on property owned by the primarily religious entity SUBRECIPIENT, ARPA SLFRF Funds may also be used for minor repairs to such property, which are directly related to the cost of rendering the services under said program, where the cost constitutes in dollar terms only an incidental portion of the ARPA expenditure for rendering the services under said program.

D. Prohibition of Nepotism. SUBRECIPIENT agrees not to hire or permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by SUBRECIPIENT. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisor or management responsibilities.

E. Termination.

1. This Agreement may be terminated on thirty (30) days' written notice by either party. In the event of such termination, SUBRECIPIENT shall only be entitled to reimbursement for approved expenses incurred to the effective date of termination.

2. This Agreement may be suspended or terminated by CITY upon five (5) days' written notice for violation by SUBRECIPIENT of Federal Laws governing the use of ARPA SLFRF Funds. In the event of such suspension or termination, SUBRECIPIENT shall only be entitled to reimbursement for approved expenses incurred up to the effective date of suspension or termination.

3. Pursuant to 2 CFR 200.340, in the event SUBRECIPIENT defaults by failing to fulfill all or any of its obligations hereunder, CITY may declare a default and termination of this Agreement by written notice to SUBRECIPIENT, which default and termination shall be effective on a date stated in the notice which is to be not less than ten (10) days after certified mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice. If terminated for cause, CITY shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of: (1) any payments made for services not subsequently performed in a timely and satisfactory manner; and, (2) costs incurred by CITY in obtaining substitute performance.

4. The grant of funds under this Agreement may be terminated for convenience by either the CITY or SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of portion termination, their portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

5. The grant of funds under this Agreement may be terminated due to the non-performance of SUBRECIPIENT and/or failure of SUBRECIPIENT to perform the work described in **Section 1, Scope of Services**, of the Agreement.

6. The grant of funds under this Agreement may be terminated due to the failure of the CITY to receive sufficient or anticipated funding for the ARPA program for any term subject to this Agreement.

7. In the event this Agreement is terminated as set forth in subparagraphs E(1) through E(6), inclusive, SUBRECIPIENT agrees to immediately return to CITY upon CITY's demand and prior to any adjudication of SUBRECIPIENT's rights, any and all funds not used, and to comply with the Reversion of Assets requirements in this Agreement.

F. Limitation of Funds. The United States of America may in the future place programmatic or fiscal limitations on the use of ARPA SLFRF Funds, which limitations are not presently anticipated. Accordingly, CITY reserves the right to revise this Agreement in order to take

account of actions affecting ARPA program funding. In the event of funding reduction, CITY may, in its sole and absolute discretion, reduce the budget of this Agreement, may limit the rate of SUBRECIPIENT's authority to utilize funds, or may restrict SUBRECIPIENT's use of uncommitted funds. Where CITY has been directed to implement a reduction in funding, with respect to funding for this Agreement, CITY's City Manager or delegate is authorized to act for CITY in implementing and effecting such a reduction and in revising, modifying, or amending the Agreement for such purposes. If such a reduction in funding occurs, SUBRECIPIENT shall be permitted to de-scope accordingly. Where CITY has reasonable grounds to question SUBRECIPIENT's fiscal accountability or compliance with this Agreement, CITY may suspend the operation of this Agreement for up to sixty (60) days upon five (5) days written notice to SUBRECIPIENT of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by CITY affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with ARPA SLFRF Funds withdrawal guidelines.

G. Federal Award Identification Information. SUBRECIPIENT's pertinent Federal Award Identification Information, including DUNS Number and Federal Award Identification Number (FAIN), as well as the applicable information for ARPA, are included in **Exhibit A** attached hereto and incorporated herein by this reference.

## EXHIBIT A

### FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the CONTRACTOR will provide ARPA programs identified in this attachment.

#### I. GOVERNANCE

The CONTRACTOR agrees to comply, remain informed, and deliver services consistent with the provisions of ARPA.

Where local policy has not been set, the CONTRACTOR agrees to adhere to state and/or federal policy, as appropriate.

#### II. GOVERNANCE REFERENCES

- A. Additional state and federal agencies that provide funding to the CITY may be incorporated herein.
- B. Information Bulletins, Directives, and any other federal and state guidance documents pertaining to the ARPA SLFRF Funds.
- C. Actions, directives, and policy and procedures issued by the CITY.
- D. CITY policies, as applicable.

#### III. CONTRACTOR/SUBRECIPIENT DETERMINATION:

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this CONTRACT, SUBRECIPIENT is determined to be a CONTRACTOR.



**IV. FEDERAL AWARD IDENTIFICATION**

<b>FAIN INFORMATION</b>		
<b>A.</b>	CONTRACTOR Name:	Comptior, Inc.
<b>B.</b>	CONTRACTOR'S Unique Identifier (D-U-N-S):	078736095
<b>C.</b>	Federal Award Identification Number (FAIN):	
<b>D.</b>	Federal Award Date:	
<b>E.</b>	Subaward Period of Performance:	
<b>F.</b>	Total Amount of Federal Funds Obligated by the Action:	\$133,000
<b>G.</b>	Total Amount of Federal Funds Obligated to the CONTRACTOR:	\$133,000
<b>H.</b>	Total Amount of the Federal Award:	\$133,000
<b>I.</b>	Federal Award Project Description:	ARPA
<b>J.</b>	Federal Awarding Agency:	U.S. Department of the Treasury
<b>K.</b>	Name of PTE:	
<b>L.</b>	Contact Information for the Awarding Official:	Chris Jeffers, Interim City Manager
	Phone Number:	
	E-mail Address:	cjeffers@sogate.org
<b>M.</b>	CFDA Number:	
	CFDA Name:	ARPA
<b>N.</b>	Whether Award is R&D:	
<b>O.</b>	Indirect Cost Rate for the Federal Award:	

**EXHIBIT B**

**DEBARMENT**

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

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION - Attached)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and voluntary exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## EXHIBIT C

### LOBBYING

#### Certification Regarding Lobbying

##### 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 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 subawards at all tiers (including subcontract, subgrants, and contracts under grants, 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.

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Grantee/Contactor Organization

Program Title

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Name of Certifying Officer

Signature

Date



SUBRECIPIENT warrants the following:

1. SUBRECIPIENT will comply with Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U. S. C. section 2000 et seq.) and implementing regulation in 24 CFR Part 1.
2. No person in the United States shall on the ground of race, color, religion, national origin, or sex, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to the ACT.
3. All laborers and mechanics, employed by contractors or subcontractors in the performance of construction work financed in whole or in part with community development funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined in accordance with the Davis-Bacon Act, as amended, 40 U. S. C. Sections 276 a 1-5, except for individuals who perform services for which they volunteered; do not receive compensation for such services; or are paid expenses, reasonable benefits, or a nominal fee for such services; and are not otherwise employed at any time in construction work.
4. SUBRECIPIENT will comply with all Federal statutes applicable to projects funded with community development funds, except that (a) SUBRECIPIENT does not assume CITY'S environmental responsibilities described at 24 CFR 570.604; and (b) SUBRECIPIENT does not assume CITY'S responsibility for initiating the review process under Executive Order 12372.

## EXHIBIT D

### DRUG-FREE WORKPLACE

#### Certification Regarding Drug-Free Workplace Requirements

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

#### CERTIFICATION

- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about –
    - (1) The dangers of drug abuse in the workplace;
    - (2) The contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph -(a) that, as a condition of employment under the contract, the employee will –
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The contractor shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code) .the contractor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the contract, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

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Organization

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Authorized Signature

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Date

**PLACE OF PERFORMANCE  
FOR CERTIFICATION REGARDING DRUG-FREE  
WORKPLACE REQUIREMENTS**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Contractor shall insert in the space provided below the site(s) expected to be used for the performance of work under the contract covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

\_\_\_\_\_

\_\_\_\_\_

**COMMUNITY DEVELOPMENT BLOCK GRANT  
CORONAVIRUS SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SOUTH GATE AND COMPATIOR, INC.**

This Community Development Block Grant Coronavirus Subrecipient Agreement ("Agreement") is made and entered into on June 23, 2020, by and between the City of South Gate, a municipal corporation ("Grantee") and Compator, Inc., a domestic nonprofit corporation ("Subrecipient"). The Grantee and Subrecipient are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, Grantee has applied for and received Community Development Block Grant ("CDBG") funds from the United States Government through its Department of Housing and Urban Development, hereinafter referred to as "HUD" under Title 1 of Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT";

**WHEREAS**, the objectives of the supplemental CDBG funding is to enable activities that prevent, prepare for, and respond to the economic effects of the ongoing Coronavirus Disease 2019 ("COVID-19") pandemic ("CDBG-CV");

**WHEREAS**, on April 28, 2020, the City Council appropriated \$874,841 in CDBG-CV funds and programmed \$633,668 out of the \$874,841 funds for urgent COVID-19 related activities leaving a balance of \$241,173 of unprogrammed CDBG-CV funds;

**WHEREAS**, on June 9, 2020, the City Council appropriated \$160,000 for urgent COVID-19 related activities leaving a balance of \$81,173 of unprogrammed CDBG-CV funds;

**WHEREAS**, Grantee wishes to engage Subrecipient, which is qualified by reason of experience, preparation, organization, staffing, and facilities, to provide the program and/or services as described below in "Scope of Services" in an amount not to exceed Eighty-One Thousand One Hundred Seventy-Three Dollars (\$81,173); and

**WHEREAS**, Grantee recognizes the public benefit in providing the program and/or services described below in the Scope of Services to low- and moderate-income ("LMI") persons and desires Subrecipient to carry out said program and/or services on Grantee's behalf.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the Parties agree as follows:

**1. SCOPE OF SERVICES**

**A. Activities**

The Subrecipient will provide services to at least 140 South Gate residents with mental health issues (i.e. anxiety, panic attacks, frustration and depression).



**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Contract will benefit low-and moderate-income persons, as defined under 24 CFR Part 570.208 (a) (2) of the CDBG Program National Objectives.

**C. Levels of Accomplishment**

Total number of South Gate residents to be served during Fiscal Year 2019/20 and Fiscal Year 2020/21: **140.**

**2. TIME OF PERFORMANCE**

The program and/or services to be provided by Subrecipient hereunder shall commence **June 24, 2020 and shall be completed no later than June 30, 2021.** This Agreement does not reimburse any expenditure incurred by Subrecipient prior to the date of commencement and execution of this Agreement by Grantee. This Agreement does not reimburse any expenditure made after the completion date without written authorization to extend the contract, but not more than 12 months, as set forth in Section 27, Time of Performance Modifications. Notwithstanding any provision contained herein to the contrary, this Agreement shall remain in effect during any period of time that Subrecipient has control over CDBG funds, including program income as provided in Section 11, Program Income below.

**3. COMPENSATION AND METHOD OF PAYMENT**

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the sum of **Eighty-One Thousand One Hundred Seventy-Three Dollars (\$81,173.00)** of Fiscal Year 2019/20 and Fiscal Year 2020/21 CDBG funds. Notwithstanding Section 7, Budget Modifications, below and Section 8, Changes in Grant Allocation, below, Grantee, in its sole discretion exercisable at any time hereunder, may increase the compensation payable hereunder to Subrecipient ("Additional Funding") by giving Subrecipient a written notice offering the Additional Funding ("Additional Funding Offering Notice") for the program and/or services provided under Section 1, Scope of Services above, together with such additional levels of accomplishment, if any, that Grantee may prescribe as a condition to accepting the Additional Funding. Subrecipient may accept the Additional Funding and agree to comply with the additional levels of accomplishment, if any, set forth in the Additional Funding Offering Notice by delivering to Grantee a written notice of acceptance ("Additional Funding Acceptance Notice") within five (5) business days after Subrecipient's receipt of the Additional Funding Offering Notice. If Subrecipient for any reason does not deliver to Grantee the Additional Funding Acceptance Notice within such 5-business day period, then the failure to deliver the Additional Funding Acceptance Notice shall be deemed Subrecipient's rejection of the Additional Funding. This payment shall constitute full and complete compensation for Subrecipient services under this Agreement. For the purpose of this Agreement, Grantee shall disburse the CDBG funds and monitor Subrecipient's performance in satisfying the Scope of Services under the terms of this Agreement. Notwithstanding the foregoing, Grantee shall not be obligated to disburse to Subrecipient any funds that Grantee does not directly or indirectly receive from HUD for the CDBG program for this Agreement.

Disbursement of payments to Subrecipient shall be made upon Grantee's receipt of the **Request for Reimbursement Form** together with true and correct copies of receipts, timesheets, invoices, and such other documentation as may be reasonably requested by Grantee.

Expenditures shall be documented with supportive evidence for each expenditure and proof of payment, in accordance with HUD regulations. Payments may also be contingent upon certification that Subrecipient's financial management system is in accordance with the standards specified in OMB Circular A-110. After timely receipt by Grantee of each properly documented expenditure submittal, Grantee will draw a warrant in favor of Subrecipient for the approved expenditure amount within thirty (30) days.

**4. QUARTERLY PERFORMANCE REPORTS**

Quarterly Performance Reports shall be submitted by Subrecipient corresponding to the quarters of the Agreement year: Quarter 1 = July - September, Quarter 2 = October - December, Quarter 3 = January - March and Quarter 4 = April - June. A complete Quarterly Performance Report must be received by the Grantee within 30 days after the end of Quarters 1, 2 and 3, and within 10 days of June 30<sup>th</sup> after the 4th Quarter.

**5. BUDGET SECTION**

No more than the amounts specified in the Program Budget may be spent for the separate cost categories specified in the Budget Summary without express prior written approval of Grantee. Subrecipient acknowledges that verbal authorizations shall not be deemed a substitute for written approval.

**6. USE OF FUNDS**

Funds allocated pursuant to this Agreement shall be used exclusively for costs included in Subrecipient program budget. Agreement funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

**7. BUDGET MODIFICATIONS**

Grantee, or its designee, may allow budget modifications to this Agreement when such modifications are approved in advance in writing and: a) do not exceed Eight Thousand Dollars (\$8,000) per budget cost category; b) are specifically requested by Subrecipient; c) do not alter the amount of compensation with this Agreement; d) will not change the eligibility of the project goals or Scope of Services under this Agreement; e) are in the best interests of Grantee and Subrecipient in performing the Scope of Services; and f) when related to salaries, are in accordance with applicable salary ordinances or laws. Requests for modification as described above are subject to review for compliance with the Consolidated Plan, budget summary and program description by the Housing Administrator.

**8. CHANGES IN GRANT ALLOCATION**

Grantee reserves the right to reduce the amount of CDBG funds to be paid hereunder when Grantee's fiscal monitoring indicates that Subrecipient rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be done after consultation with Subrecipient and written notification by Grantee.

**9. REVENUE DISCLOSURE REQUIREMENT**

By its execution of this Agreement, Subrecipient certifies that it has previously filed with Grantee a written statement listing all revenue received, or expected to be received, by Subrecipient from Federal, State, City or County of Los Angeles sources, or from other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by Subrecipient in conducting current or prospective projects, programs, services, or business activities, including, but not necessarily limited to, the project, program, service or business activity which is the subject of this Agreement. Such statement shall reflect the name and a description of such project, program, service, or business activity, the dollar amount of funding provided, or to be provided, by each and every agency for each such project, program, service, or business activity, and the full name and address of each such agency. During the term of this Agreement, Subrecipient shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in Subrecipient's initial revenue disclosure statement hereunder. Such statement shall be filed by Subrecipient with Grantee within fifteen (15) calendar days following receipt of such additional funding. Except as prohibited by federal law as to protect medical privacy, subrecipient shall make available for inspection and audit by Grantee's employees, agents, contractors, or other representatives, upon request, at any time during the duration of this Agreement and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project, program, service, or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through Grantee. All such books and records shall be maintained by Subrecipient. Failure of Subrecipient to comply with the requirements of this section of the Agreement shall constitute a material breach of contract upon which Grantee may cancel, terminate, or suspend this Agreement.

**10. JOINT FUNDING**

For programs in which there are sources of funds in addition to CDBG funds, Subrecipient shall provide proof of such funding. Grantee shall not pay for any projects, programs, services, or business activities provided by Subrecipient which are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting applies to the total program regardless of funding sources.

**11. PROGRAM INCOME**

Program income represents net income directly generated from the use of CDBG funds by Subrecipient as a result of the activity funded under the terms of this Agreement. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. Subrecipient shall return program income to Grantee. Program income shall be returned to Grantee within thirty (30) days after the occurrence of any of the following: (A) disposition or sale of real or personal property occurs or; (B) cumulative program income reaches increments of One Thousand Dollars (\$1,000); or (C) the end of each fiscal year. Subrecipient shall include the reports required by Section 22, Program Reporting, all sources and amounts of program income on a monthly and year-to-date basis.

**12. FISCAL LIMITATIONS**

HUD may place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated by the parties. Accordingly, Grantee reserves the right to revise, rescind, terminate for convenience or otherwise modify this Agreement because of or related to actions affecting HUD program funding. Where Grantee has reasonable grounds to question Subrecipient's fiscal accountability, financial soundness, or compliance with this Agreement, Grantee may act to suspend the operation of this Agreement for up to sixty (60) days upon three (3) days' notice to Subrecipient of Grantee's intention to so act, pending an audit or other resolution of such questions. Subrecipient expressly acknowledges that such changes shall not be the basis for a claim for monetary or other damages. In no event, however, shall any revision made by Grantee affect expenditures and legally binding commitments made by Subrecipient before Subrecipient received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

**13. NONEXPENDABLE PROPERTY**

Subrecipient shall maintain an accurate and independently verifiable record for each item of nonexpendable property acquired for this program with CDBG funds. This record shall be provided to Grantee upon request. "Nonexpendable property" shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of Grantee and otherwise comply with all applicable laws and regulations. Upon termination of this Agreement, Grantee reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived therefrom. Said disposition may include Grantee taking possession and title of said nonexpendable property. Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Five Hundred Dollars (\$500) or more per unit.

**14. EXPENDABLE PERSONAL PROPERTY**

Expendable personal property refers to all tangible personal property other than nonexpendable personal property.

**15. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT**

Subrecipient shall obtain competitive bids prior to purchasing or leasing any nonexpendable personal property or equipment over Five Hundred Dollars (\$500) in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to Grantee promptly upon request.

**16. ACQUISITION OF SUPPLIES AND EQUIPMENT**

Subrecipient may purchase from a related agency/organization only if: a) prior authorization is obtained in writing from Grantee; b) charges do not exceed the authorized amount and minimum written specifications are met; c) a community related benefit is derived from such Subrecipient -related acquisition; and d) no conflict of interest for private gain accrues to

Subrecipient or its directors, employees, agents or officers or their respective relatives by blood or marriage. For purposes of this Agreement, "relatives" includes parents, child, spouse, brother, sister, in-laws and step relationships.

Grantee reserves the right to disallow any purchase from any vendor of supplies, equipment, nonexpendable property or expendable property which is purchased in whole or in part with funds provided by this Agreement. Subrecipient may seek prior approval of Grantee for any such expenditure, and prior approval which is granted shall be binding on Grantee unless such expenditure violates federal law or regulations or is disallowed by HUD.

**17. PURCHASE**

Purchase of equipment or property must be completed before the end of the 4<sup>th</sup> quarter in any calendar year and all equipment invoices must be submitted by the end of the last month of the term of this Agreement.

**18. TRAVEL AND CONFERENCE RESTRICTIONS**

Subrecipient certifies and agrees that travel and conference expenses for persons other than employees of Subrecipient, will not be paid by funds provided through this Agreement. No travel expenses for out-of-state travel shall be included in this Agreement unless specifically listed in the Budget Summary, attached hereto. Subrecipient further agrees that any travel expense incurred by Subrecipient which is not listed in the Program Budget shall not be paid by funds provided through this Agreement.

**19. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND-RAISING ACTIVITIES**

Subrecipient certifies and agrees that it will not use funds provided through this Agreement to pay for any entertainment, gifts, or fund-raising activities.

**20. MONITORING**

Grantee will conduct quarterly program monitoring to review beneficiary files and program records. Grantee and HUD shall have the right of access to all activities and facilities operated by Subrecipient under this Agreement. Facilities include all files, records and other documents related to the performance of this Agreement. Activities include attendance staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. Subrecipient will permit on-site inspection by Grantee and HUD and ensure that its employees and board members furnish such information as, in the judgment of Grantee and HUD representatives, may be relevant to compliance with contractual conditions and HUD directives, or the effectiveness, legality and achievements of the program.

Substandard performance as determined by Grantee will constitute non-compliance with and a breach of this Agreement. If action to correct and cure such substandard performance is not taken and completed by Subrecipient within a reasonable period of time after being notified by Grantee, this Agreement may be suspended or terminated by Grantee in accordance with its suspension or termination procedures.



**21. BENEFICIARY QUALIFICATION**

Persons qualifying for program services on the basis of income, hereinafter referred to as beneficiaries, shall have an annual household gross income equal to or less than the low- and moderate-income limits defined by the U.S. Department of Housing and Urban Development (HUD) Income Limits. Subrecipient is responsible for obtaining from Grantee the current applicable HUD Income Guidelines for each year of the Agreement term identified in Section 2, Time of Performance. Under CDBG regulations, the following clientele categories qualify as presumed to benefit persons, 51% of whom are low-and-moderate income: Abused Children; Battered Spouses; Elderly Persons (62 and older); Handicapped Persons; Homeless Persons; Illiterate Persons; Migrant Farm Workers. However, Subrecipient shall document the household income of all beneficiaries by obtaining from beneficiaries, completed "Beneficiary Qualification Statements."

**22. PROGRAM REPORTING**

Subrecipient agrees to prepare and submit financial, program progress, evaluations and other reports as required by HUD or Grantee directives. Subrecipient shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD or Grantee to assure proper accounting for all Agreement funds. All Subrecipient records, with the exception of confidential client information, shall be made available to representatives of Grantee and the appropriate Federal agencies. Subrecipient is required to submit data necessary to complete the "Annual Grantee Performance Report" or "Consolidated Annual Performance and Evaluation Report (CAPER)", in accordance with HUD regulations in the format and at the time designated by Grantee.

**23. FINANCIAL MANAGEMENT**

**A. Accounting**

Subrecipient agrees to comply with OMB Circular A-110 and further agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**B. Cost Principles**

Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations" or A-21 "Cost Principles for Education Institutions," as applicable, for all costs incurred whether charged on a direct or indirect basis.

**24. DOCUMENTATION AND RECORD KEEPING**

**A. Records to be Maintained**

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to.

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National

- objectives of the CDBG program;
- c. Records required for determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR part 570.502, and OMB Circular A 110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

**B. Retention**

Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

**C. Client Data**

Subrecipient shall maintain and submit client data demonstrating client eligibility for services provided by obtaining completed "Beneficiary Qualification Statements." Such data shall include, but not be limited to, client name, address, income or for determining eligibility and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request during on-site monitoring.

**D. Disclosure**

Subrecipient understands that client information collected under this Agreement is private and the use, dissemination, transmission or other disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is strictly prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Subrecipient shall take all commercially reasonable action and implement such necessary procedures to safeguard the privacy of all client information and shall provide Grantee promptly upon request a narrative description of such safeguards.

**E. Property Records**

Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 25 CFR Parts 570.503(b) (8), as applicable.

F. Close-Outs

Subrecipient's obligation to the Grantee under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee and determining the custodianship of records.

G. Audit and Inspections

Subrecipient shall arrange for an independent financial/compliance audit to be performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards and conducted for each fiscal year during the term of this Agreement. Such audit shall be completed not later than one hundred twenty (120) days following the end of such fiscal year. In the event Subrecipient receives Five Hundred Thousand Dollars (\$500,000) or more in the aggregate in federal funds from all federal funding sources within a fiscal year, Subrecipient shall be required to perform an audit in compliance with OMB Circular A-133.

Subrecipient shall submit a copy of the audit report to Grantee within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, Subrecipient shall provide to Grantee a "Corrective Action Plan" which shall contain a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. Any concern or finding will be referred to the HUD field office.

Grantee, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of Subrecipient under Federal, State or Local laws and regulations. Subrecipient agrees to cooperate fully with all persons conducting said additional audits or reviews. Grantee and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property and premises of Subrecipient

If indications of misappropriation or misapplication of the funds of this Agreement cause Grantee to require an additional audit, the cost of the audit will be encumbered and deducted from this Agreement budget. Should Grantee subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Agreement budget. Subrecipient shall reimburse all misappropriation or misapplication of funds to Grantee.

**25. ASSIGNMENT**

This Agreement is not assignable by Subrecipient without the express written consent of Grantee. Any attempt by Subrecipient to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

**26. TERMINATION AND TERMINATION COSTS**

This Agreement may be terminated in whole or in part at any time by either party upon giving thirty (30) day's notice in writing to the other party. Grantee and Subrecipient shall set forth the reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

Grantee may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Agreement activity, or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. If Subrecipient materially fails to comply with any term of this Agreement, Grantee may take one or more of the actions provided under federal regulation at 24 CFR Part 85.43, including, without limitation, temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such event, Subrecipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

**27. REVERSION OF ASSETS**

Upon termination of this Agreement Subrecipient shall transfer to Grantee all real property acquired or improved in whole or in part with CDBG funds in excess of Twenty Five Thousand Dollars (\$25,000) under this Agreement; or it must be disposed of in a manner resulting in a reimbursement to Grantee in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

**28. TIME OF PERFORMANCE MODIFICATIONS**

Grantee may grant time of performance modifications to this Agreement when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by Subrecipient;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of Grantee and Subrecipient in performing the scope of services under this Agreement; and
- e. Do not alter the amount of compensation under this Agreement.

**29. INDEPENDENT CONTRACTOR**

At all times hereunder, each of Grantee and Subrecipient will be acting in an independent capacity and not as agents, employees, partners, joint venture, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

**30. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE**

Subrecipient shall make every commercially reasonable good faith effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career

advancement opportunities for minorities and women, consistent with Federal and State laws. In addition, Subrecipient shall make every commercially reasonable good faith effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

Subrecipient agrees to comply with the provisions of the Affirmative Action Compliance Program of Grantee and rules and regulations adopted pursuant thereto. Subrecipient shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code and other applicable Federal, State, and Grantee laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

### **31. PERSONNEL AND PARTICIPANT CONDITIONS**

#### **A. Civil Rights**

##### **1. Compliance**

Subrecipient agrees to comply with Title I of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11365 and 12086.

##### **2. Nondiscrimination**

Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

##### **3. Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602 in regards to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any



improvements erected or to be erected thereon, providing that the Grantee and the United States Government are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. SECTION 504

Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 706), which prohibits discrimination against the handicapped in any Federally assisted program.

B. Affirmative Action

1. Access to Records

Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

2. EEO/AA Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

**32. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES**

Subrecipient agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Funds under this Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities.

**33. CONFLICT OF INTEREST**

Subrecipient, its directors, officers, agents and employees shall comply with all applicable Federal, State and Local laws and regulations governing conflict of interest. To this end, Subrecipient will make available to its directors, officers, agents and employee's copies of all applicable Federal, State, and Local laws and regulations governing conflict of interest. In particular, the following Federal regulation paraphrased from 24 CFR 570-611, Conflict of Interest: Except for salaries and related administrative or personnel costs, no employees, agents consultants, officers or elected officials or appointed officials, of subrecipients which receive CDBG funds, who exercise or have exercised any CDBG functions or who are in a position to participate in a decision making process or gain inside information, may obtain a personal or financial interest or benefit from a CDBG assisted activity or any CDBG funded contract, subcontract or agreement, during their tenure or for one year thereafter.

Subrecipient shall furnish to Grantee, prior to Grantee's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service

providers, including subsidiaries of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of Subrecipient, which will receive Ten Thousand Dollars (\$10,000) or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, Subrecipient shall notify Grantee in writing of any change in the list of subgrantees/ subcontractors, vendors, personal service providers or subsidiaries of Subrecipient within fifteen (15) days of change.

**34. REPRESENTATIONS AND WARRANTIES**

Subrecipient represents and warrants: (A) that Subrecipient is a duly organized and validly existing nonprofit corporation in good standing under the laws of the state of its incorporation; (B) that the form, terms and provisions of this Agreement have been approved in all respects by Subrecipient's governing board at a meeting duly noticed and held; (C) that Subrecipient's executive director has been duly authorized to execute and deliver this Agreement on behalf of Subrecipient; (D) that Subrecipient's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which Subrecipient is bound; (E) no action or proceeding is now pending or, to the best of Subrecipient's knowledge, is threatened, against Subrecipient, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (F) Subrecipient is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Subrecipient, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (G) all financial statements furnished to Grantee by Subrecipient are true, correct and complete in all material respects and all other information previously furnished by or on behalf of Subrecipient to Grantee in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (H) no material adverse change in the operations or financial condition of Subrecipient has occurred since the selection of Subrecipient and the allocated award of CDBG funds were approved by the City Council of the City of South Gate at the duly noticed public hearing held on June 23, 2020.

**35. INDEMNIFICATION**

Subrecipient shall indemnify, hold harmless and defend Grantee (with legal counsel selected by Grantee) and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Subrecipient acts, errors or omissions and for any costs or expenses incurred by Grantee on account of any claim therefore, except where such indemnification is prohibited by law. Subrecipient shall promptly notify Grantee in writing of the occurrence of any such claims, actions, losses, damages, and/or liability. Subrecipient shall indemnify and hold harmless Grantee against any liability, claims, losses, demands, and actions incurred by Grantee as a result of the determination by HUD or its successor that activities undertaken by Subrecipient under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Subrecipient under this Agreement were improperly

expended.

**36. INSURANCE REQUIREMENTS**

Without in any way affecting the indemnity herein provided and in addition thereto, Subrecipient shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

Workers' Compensation - A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand Dollars (\$250,000) limits, covering all persons providing services on behalf of Subrecipient and all risks to such persons under this Agreement.

Commercial General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000).

Additional Named Insurance - All policies, shall contain additional endorsements naming Grantee and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Grantee.

Proof of Coverage - Subrecipient shall immediately furnish certificates of insurance to Grantee evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Grantee, and Subrecipient shall maintain such insurance from the time Subrecipient commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, Subrecipient shall furnish to Grantee certified copies of the policies and all endorsements. Subrecipient shall complete and submit, Insurance Inventory, along with the above required insurance documents.

Insurance Review - The above insurance requirements are subject to periodic review by Grantee. Grantee's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of Grantee. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Grantee, inflation, or any other item reasonably related to the Grantee's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Subrecipient agrees to execute any such amendment within thirty (30) days of receipt.

**37. ENVIRONMENTAL CONDITIONS**

**A. Air and Water**

Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- i. Clean Air Act, 42 U.S. C., 7401, et seq.
- ii. Federal Water Pollution Control Act, as amended, 33 U.S. C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 115 and Section 308, and all regulations and guidelines issued thereunder.
- iii. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F. R., Part 50, as amended.

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead-Based Paint**

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations in 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

**D. Historic Preservation**

Subrecipient agrees to comply with the Historic Preservation requirement set forth in the National Historic Preservation Act of 1966, as amended (17 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that

are included on a Federal, State, or Local historic property list.

**38. COMPLIANCE WITH LAWS**

Subrecipient agrees to comply with all applicable Federal, State, and Local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, Chapter V; and U.S. Office of Management and Budget Circulars A-110, A-122, and A-133.

**39. LOBBYING**

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

Subrecipient certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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; and
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of this certification be included in any award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**40. AMENDMENTS**

This Agreement with exhibits embodies the whole of agreements of the Parties hereto. There are no oral agreements not contained herein. No amendment of this Agreement shall be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both Parties.

[Remainder of page left blank intentionally.]

**41. NOTICES**

All notices shall be served in writing. The notices shall be sent to the following addresses:

**CITY OF SOUTH GATE:**

Joe Perez, Community Development Director  
Community Development Department  
8650 California Avenue  
South Gate, CA 90280  
Phone: (323) 563-9585  
Fax: (323) 567-0725  
E-Mail: [jperez@sogate.org](mailto:jperez@sogate.org)

**WITH COURTESY COPY TO:**

Carmen Avalos, City Clerk  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
Phone: (323) 563-9511  
Fax: (323) 563-5411  
E-Mail: [cavalos@sogate.org](mailto:cavalos@sogate.org)

**SUBRECIPIENT:**

Elizabeth Duran, Executive Director  
Compatior, Inc.  
4363 Tweedy Blvd.  
South Gate, CA 90280  
Phone: (323) 378-2009  
E-Mail: [elizabeth@compatior.org](mailto:elizabeth@compatior.org)

**42. COUNTERPART EXECUTION**

This Agreement may be executed in one or more counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Agreement.

The selection of Subrecipient and the allocated award of CDBG-CV funds were approved at the duly noticed public hearing held on June 23, 2020, by the City Council of the City of South Gate. This Agreement is an acknowledgment of that selection and allocation of CDBG-CV funds and subsequent responsibilities of the Subrecipient and Grantee.

[Remainder of page left blank intentionally.]



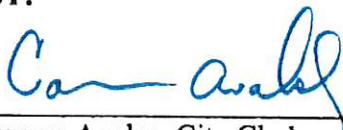
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**


By:   
Maria Davila, Mayor

Dated: 7-21-2020

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**COMPATIOR, INC.:**

By:   
Elizabeth Duran, Executive Director

Dated: 07/02/20

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-45-CC  
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT  
FOR ADDITIONAL FREE MENTAL HEALTH COUNSELING SERVICES  
BETWEEN THE CITY OF SOUTH GATE AND COMPATIOR, INC.**

This Amendment No. 1 to the Community Development Block Grant Subrecipient Agreement ("Amendment No. 1"), is made and entered into on November 24, 2020, and retroactively effective September 22, 2020, by and between the City of South Gate, a municipal corporation ("Grantee"), and Compator, Inc., a California domestic nonprofit corporation ("Subrecipient"). Grantee and Subrecipient are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, the City received Community Development Block Grant ("CDBG") funds from the federal Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Title 24 of the Code of Federal Regulations ("CFR"), Part 570, concerning CDBG funds;

**WHEREAS**, at the public hearing held on March 12, 2019, the City Council approved the Citizens Advisory Committee's list of proposed projects and allocations for CDBG funds for Fiscal Year 2019/20;

**WHEREAS**, on June 23, 2020, the City Council approved Contract No. 2020-45-CC with Subrecipient ("Agreement") to provide free Mental Health Counseling Services to assist 140 residents with mental health issues, through and including June 30, 2021, in an amount not to exceed Eighty One Thousand One Hundred Seventy Three Dollars (\$81,173);

**WHEREAS**, the objectives of the supplemental CDBG funding are to enable activities that prevent, prepare for, and respond to the economic effects of the ongoing Coronavirus Disease 2019 ("COVID-19") pandemic ("CDBG-CV"); and

**WHEREAS**, on September 22, 2020, the City Council allocated an additional Three Hundred Twenty Five Thousand Dollars (\$325,000) for additional free Mental Health Counseling Services to assist residents, through and including June 30, 2021, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173).

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**

- a. **COMPENSATION.** The amount of compensation paid by Grantee to Subrecipient for the additional free Mental Health Counseling Services to assist 100 residents shall not exceed the sum of **Three Hundred Twenty Five**

**Amendment No. 1**  
**Contract No. 2020-45-CC**

**Thousand Dollars (\$325,000)**, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173). Subrecipient's administrative related expenses shall not exceed the amount pre-approved by Grantee in writing.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. City reserves the right to augment or reduce the scope of work as the City deems necessary.

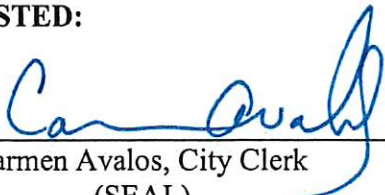
**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SOUTH GATE:**

By:   
Maria Davila, Mayor

Dated: 12-9-2020


**ATTESTED:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**COMPATIOR, INC.:**

By:   
Elizabeth Duran, Executive Director

Dated: 11/30/2020

**AMENDMENT NO. 2 TO CONTRACT NO. 2020-45-CC  
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT  
FOR ADDITIONAL FREE MENTAL HEALTH COUNSELING SERVICES  
BETWEEN THE CITY OF SOUTH GATE AND COMPATIOR, INC.**

This Amendment No. 2 to the Community Development Block Grant Subrecipient Agreement ("Amendment No. 2"), is made and entered into on January 26, 2021, and retroactively effective June 23, 2020, by and between the City of South Gate, a municipal corporation ("Grantee"), and Compator, Inc., a California domestic nonprofit corporation ("Subrecipient"). Grantee and Subrecipient are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, the City received Community Development Block Grant ("CDBG") funds from the federal Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Title 24 of the Code of Federal Regulations ("CFR"), Part 570, concerning CDBG funds;

**WHEREAS**, at the public hearing conducted on March 12, 2019, the City Council approved the Citizens Advisory Committee's list of proposed projects and allocations for CDBG funds for Fiscal Year 2019/20;

**WHEREAS**, the objectives of the supplemental CDBG funding are to enable activities that prevent, prepare for, and respond to the economic effects of the ongoing Coronavirus Disease 2019 ("COVID-19") pandemic ("CDBG-CV");

**WHEREAS**, on June 23, 2020, the City Council approved Contract No. 2020-45-CC with Subrecipient ("Agreement") to provide free Mental Health Counseling Services to assist 140 residents with mental health issues, through and including June 30, 2021, in an amount not to exceed Eighty One Thousand One Hundred Seventy Three Dollars (\$81,173) with CDBG-CV funds;

**WHEREAS**, on November 24, 2020, the City Council approved Amendment No. 1 to the Agreement and allocated an additional Three Hundred Twenty Five Thousand Dollars (\$325,000) with regular CDBG funds for additional free Mental Health Counseling Services to assist residents, through and including June 30, 2021, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173); and

**WHEREAS**, the City Council and Subrecipient desire to execute Amendment No. 2 to the Agreement to extend the term of Contract No. 2020-45-CC through and including June 30, 2022, and extending those funds allocated with Amendment No. 1 to be retroactively effective to June 23, 2020 through and including June 30, 2021.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**

- a. **TIME OF PERFORMANCE.** The free Mental Health Counseling Services to assist 140 residents with mental health issues to be provided by Subrecipient and to be compensated with CDBG-CV funds, in an amount not to exceed Eighty One Thousand One Hundred Seventy Three Dollars (\$81,173), shall commence on June 30, 2020 and shall be completed no later than June 30, 2022.

The additional Three Hundred Twenty Five Thousand Dollars (\$325,000) to be compensated to Subrecipient with regular CDBG funds, for additional free Mental Health Counseling Services to assist residents, shall be retroactively effective June 23, 2020, through and including June 30, 2021.

- b. **COMPENSATION.** The total aggregate amount of compensation paid by Grantee to Subrecipient for the free Mental Health Counseling Services to assist 140 residents, for the Agreement, Amendment No. 1 and Amendment No. 2 shall not exceed the total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173). Subrecipient's administrative related expenses shall not exceed the amount pre-approved by Grantee in writing and shall not exceed a total of 20% of the grant amount.
- c. **MONTHLY PERFORMANCE REPORTS.** Monthly Performance Reports shall be submitted to the City by Sub recipient along with a Request for Reimbursement, Invoice, and supporting documentation. A complete Monthly Performance Report must be received by the 15<sup>th</sup> of every month.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, will be retroactively effective June 23, 2020. All of the recitals to this Amendment No. 2 are incorporated into the Agreement as modified by this Amendment No. 2. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[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:   
Maria Davila, Mayor

Dated: 2-25-2021

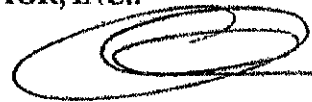
ATTESTED:

By:   
Carmen Avalos, City Clerk  
(SEAL)

APPROVED AS TO FORM:

By:   
Raul F. Salinas, City Attorney

COMPATIOR, INC.:

By:   
Elizabeth Duran, Executive Director

Dated: 2/8/21

2021 FEB 25 PM 1:36

RECEIVED AND FILED  
CITY OF SOUTH GATE  
CITY CLERK'S OFFICE

2021 FEB 25 PM 1:36

RECEIVED AND FILED  
CITY OF SOUTH GATE  
CITY CLERK'S OFFICE



**AMENDMENT NO. 3 TO CONTRACT NO. 2020-45-CC**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CV3) SUBRECIPIENT**  
**AGREEMENT FOR ADDITIONAL FREE MENTAL HEALTH COUNSELING**  
**SERVICES BETWEEN THE CITY OF SOUTH GATE AND COMPATIOR, INC.**

This Amendment No. 3 to Contract No. 2020-45-CC the Community Development Block Grant (CV3) Subrecipient Agreement ("Amendment No. 3"), is made and entered into on March 23, 2021, and is effective as of that date, by and between the City of South Gate, a municipal corporation ("Grantee"), and Compator, Inc., a California domestic nonprofit corporation ("Subrecipient"). Grantee and Subrecipient are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, the City received Community Development Block Grant ("CDBG") funds from the federal Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Title 24 of the Code of Federal Regulations ("CFR"), Part 570, concerning CDBG funds;

**WHEREAS**, on June 23, 2020, the City Council approved Contract No. 2020-45-CC with Subrecipient ("Agreement") to provide free Mental Health Counseling Services to assist 50 residents with mental health issues, through and including June 30, 2021, in an amount not to exceed Eighty One Thousand One Hundred Seventy Three Dollars **(\$81,173)** with CDBG-CV funds;

**WHEREAS**, on November 24, 2020, the City Council approved Amendment No. 1 to the Agreement and allocated an additional Three Hundred Twenty Five Thousand Dollars **(\$325,000)** of regular CDBG funds for additional free Mental Health Counseling Services to assist residents, through and including June 30, 2021, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173);

**WHEREAS**, on January 26, 2021, the City Council approved Amendment No. 2 to the Agreement extending the term of Contract No. 2020-45-CC through and including June 30, 2022, and extending Amendment No. 1 to be retroactively effective from June 23, 2020 through and including June 30, 2022;

**WHEREAS**, at a public hearing conducted on January 26, 2021, the City Council approved additional CDBG-CV3 funding of One Hundred Twenty Thousand Dollars **(\$120,000)** for continued Free Mental Health Counseling Services to assist residents;

**WHEREAS**, the objectives of the supplemental CDBG funding are to enable activities that prevent, prepare for, and respond to the economic effects of the ongoing Coronavirus Disease 2019 ("COVID-19") pandemic ("CDBG-CV");

**WHEREAS**, the City Council and Subrecipient desire to execute Amendment No. 3 to the Agreement, for additional free mental health counseling services as identified in Exhibit "A" effective March 23, 2021 through and including June 30, 2022, in an amount not to exceed One Hundred Twenty Thousand Dollars **(\$120,000)**. The aggregate total of Agreement and Amendments No. 1 through No. 3 is a sum total of Five Hundred Twenty Six Thousand One Hundred Seventy Three Dollars (\$526,173).

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. MODIFICATION TO AGREEMENT.**

- a. **TIME OF PERFORMANCE.** The Free Mental Health Counseling Services to assist residents with mental health issues to be provided by Subrecipient and to be compensated with CDBG-CV funds, in an amount not to exceed Two Hundred One Thousand One Hundred Seventy Three Dollars (\$201,173), shall be completed no later than June 30, 2022. The additional Three Hundred Twenty Five Thousand Dollars (\$325,000) to be compensated to Subrecipient with regular CDBG funds, for additional free Mental Health Counseling Services to assist residents, shall be retroactively effective June 23, 2020, through and including June 30, 2021.
- b. **COMPENSATION.** The total aggregate amount of compensation paid by Grantee to Subrecipient for the free Mental Health Counseling Services to assist residents, for the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 shall not exceed the total sum of Five Hundred Twenty Six Thousand One Hundred Seventy Three Dollars (\$526,173). Subrecipient's administrative related expenses shall not exceed the amount pre-approved by Grantee in writing.
- c. **SCOPE OF WORK.** The Mental Health Counseling Services Program shall assist one hundred fifty (150) South Gate youth as identified in Exhibit "A." City reserves the right to augment or reduce the scope of work as the City deems necessary.
- d. **MONTHLY PERFORMANCE REPORTS.** Monthly Performance Reports shall be submitted to the City by Subrecipient along with a Request for Reimbursement, Invoice, and supporting documentation. A complete Monthly Performance Report must be received by the 15<sup>th</sup> of every month.

- 2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain unchanged during the term of Amendment No.3. All of the recitals to this Amendment No. 3 are incorporated into the Agreement as modified by this Amendment No. 3.

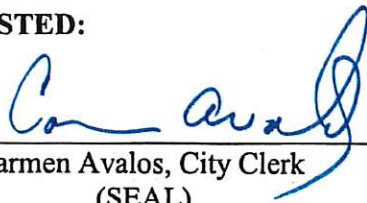
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:


By:   
Maria Davila, Mayor

Dated: 4-7-2021

ATTESTED:

By:   
Carmen Avalos, City Clerk  
(SEAL)

APPROVED AS TO FORM:

By:   
Raul F. Salinas, City Attorney

COMPATIOR, INC.:

By:   
Elizabeth Duran, Executive Director

Dated: 3/23/2021



FEB 15 2022

7:30 AM

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022

Originating Department: Office of the City Clerk

Department Director:  Interim City Manager:   
Carmen Avalos Chris Jeffers

**SUBJECT:** APPROVAL OF CITY COUNCIL MEETING MINUTES

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

**RECOMMENDED ACTION:** The City Council will consider:

- A. Approving the Special Meeting minutes of January 11, 2022
- B. Approving the Special Meeting minutes of January 18, 2022
- C. Approving the Special and Regular Meeting minutes of January 25, 2022

**FISCAL IMPACT:** None.

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

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

**ATTACHMENTS:** City Council Minutes

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
TUESDAY, JANUARY 11, 2022**

- CALL TO ORDER** Al Rios, Mayor called a Special City Council Meeting to order at 5:38 p.m.
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Maria Davila, Council Member Denise Diaz, and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas
- ABSENT** Gregory Martinez, City Treasurer
- CLOSED SESSION** The Council Members recessed into Closed Session at 5:42 p.m. and reconvened at 6:43 p.m. with all Members of Council present. City Attorney Salinas stated that Council decided to temporarily adjourn the Closed Session portion and will return at the end of the Regular City Council meeting.
- RECESS** At this time, 6:49 p.m., Mayor Rios recessed the meeting in order that the Council might hold the Regular City Council meeting.
- CLOSED SESSION** The Council Members recessed into Closed Session at 10:58 p.m. and reconvened at 11:40 p.m. with all Members of Council present. City Attorney Salinas reported the following:
1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION  
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)
    - a. Kash Lee Cruz Payne, etc. v. City of South Gate, et al.
    - b. Lucila Magana v. City of South Gate
- On item 1(a), the City Council received a report by the City Attorney’s Office and upon completion of that report on a motion made by Council Member Hurtado and seconded by Council Member Davila and on a vote of 5-0, City Council voted to authorize the City Attorney to defend that matter.
- On item 1(b), the City Attorney provided a report on the case. The City Council considered a settlement on that matter. Upon completion of the presentation by the City Attorney’s Office and on a motion by Council Member Davila and seconded by Vice Mayor Avalos and on a vote of 5-0, the City Council authorized the settlement of that matter. The amount of the settlement is not being disclosed at this time because the settlement agreement has not yet been finalized and it will be available pursuant to the Brown Act.

**SPECIAL CITY COUNCIL MEETING MINUTES OF JANUARY 11, 2022**

**2. CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

Agency Representation: Chris Jeffers, Interim City Manager

Employee Organizations: SGPOA

On item 2, City Council received a report from the Interim City Manager. City Council provided guidance but there was no reportable action taken.

**3. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE**

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

a. Interim City Manager

Item 3 was not discussed in Closed Session.

**4. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8

- a. Property APN: 6216-032-900  
Property Address: 4909 Mason Street, South Gate, CA 90280  
City Negotiator: Chris Jeffers, Interim City Manager and  
Meredith Elguira, Director of Community  
Development  
Negotiating with: TBD  
Under Negotiation: Terms of Sale

On item 4, the City Council received a report by the Interim City Manager and Director of Community Development. Upon completion of that report, City Council gave guidance, but no reportable action was taken.

Mayor Rios asked if anyone in the audience wished to speak on any of these items.

Mario Dominguez, Jr., asked if City Attorney would give the public any background as to the closed session lawsuits. He also inquired why settlement amounts cannot be disclosed.

Having no one else come forward, Mayor Rios closed the audience portion.

Mr. Salinas stated that any settlement agreement that is entered into by the City of South Gate is public document and available when finalized.



**SPECIAL CITY COUNCIL MEETING MINUTES OF JANUARY 11, 2022**

Mr. Salinas stated that the litigant is a five-year old child and is being represented by one of his parents in the lawsuit. The minor ran into the street and was hit by a car and the allegation is that he tripped on a pothole or crack on the street causing him to stumble and lose his balance going forward. The city denies that allegation.

He also stated that the litigant is an elderly lady who was in front of her home and fell hurting her leg. It required one surgery already and possible future knee surgery. In the future the city denied the liability and continues to deny for reasons discussed in closed session. The City Council determined that it is in the best interest to resolve the matter to avoid further the expense of litigation without the admission of liability.

**ADJOURNMENT**

Vice Mayor Avalos unanimously adjourned the meeting at 11:49 p.m. and seconded Council Member Hurtado.

**PASSED** and **APPROVED** this 22<sup>nd</sup> day of February 2022.

ATTEST:

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

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

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
TUESDAY, JANUARY 18, 2022**

**CALL TO ORDER** Al Rios, Mayor called a Special City Council Meeting to order at 5:34 p.m.

**ROLL CALL** Carmen Avalos, City Clerk

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

**ABSENT** Gregory Martinez, City Treasurer

**CLOSED SESSION** The Council Members recessed into Closed Session at 5:36 p.m. and reconvened at 7:16 p.m. with all Members of Council present. City Attorney Salinas reported the following:

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

Agency Representation: Interim City Manager, Chris Jeffers  
Employee Organizations: SGPOA

For Item 1 the City Council was provided a report and upon completion of the report there was no reportable action.

2. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE  
Pursuant to Government Code Section 54957(b)(1)

a. Interim City Manager

For Item 2 the City Council provided guidance and upon completion there was no reportable action.

**SPECIAL CITY COUNCIL MEETING MINUTES OF JANUARY 18, 2022**

**ADJOURNMENT**

Mayor Rios unanimously adjourned the meeting at 7:18 p.m. and seconded Council Member Davila.

**PASSED** and **APPROVED** this 22<sup>nd</sup> day of February 2022.

ATTEST:

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

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

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
TUESDAY, JANUARY 25, 2022**

**CALL TO ORDER** Al Rios, Mayor called a Special City Council Meeting to order at 5:33 p.m.

**ROLL CALL** Carmen Avalos, City Clerk

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

**ABSENT** Gregory Martinez, City Treasurer

**CLOSED SESSION** The Council Members recessed into Closed Session at 5:35 p.m. and reconvened at 6:36 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

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

a. Evelia Mundo Sanchez v. City of South Gate, et al.

Item 1 was a claim filed by Evelia Mundo Sanchez against the City of South Gate. Ms. Sanchez claims she was injured after stepping in a pothole on a City street. The City Council received a presentation from the City Attorney's Office. The City Council authorized the defense of the suit by motion of Council Member Davila and seconded by Council Member Diaz. The vote was 5 to 0.

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Representation: Interim City Manager, Chris Jeffers  
Employee Organizations: SGPOA

For Item 2 the City Council received a report from the Agency Representative regarding labor negotiation with the South Gate Police Officers Association. Guidance was given but there was no reportable action taken.

**SPECIAL CITY COUNCIL MEETING MINUTES OF JANUARY 25, 2022**

3. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

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

a. Interim City Manager

For Item 3 a presentation was provided but upon completion of the presentation there was no reportable action taken.

**ADJOURNMENT**

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

**PASSED** and **APPROVED** this 22<sup>nd</sup> day of February, 2022.

ATTEST:

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

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

**CITY OF SOUTH GATE  
REGULAR CITY COUNCIL MEETING  
MINUTES  
TUESDAY, JANUARY 25, 2022**

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

**INVOCATION** Steve Costley, Interim Director of Parks & Recreation

**PLEDGE OF ALLEGIANCE** Jessica Miranda, Senior Secretary, Administrative Services Department

**ROLL CALL** Carmen Avalos, City Clerk

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

**1 PRESENTATIONS** The City Council heard a presentation by East Los Angeles College President providing an update on the ELAC Campus.

**2 PROCLAMATIONS** The City Council issued a Proclamation declaring the month of January 2022, as Human Trafficking Awareness Month in the City of South Gate.

**3 PROCLAMATIONS** The City Council issued a Proclamation declaring the month of February 2022, as Teen Dating Violence Awareness Month in the City of South Gate.

**4 PERSONNEL** The City Council considered the list of new and promotional full-time employees hired or promoted during November and December 2021.

**REPORTS AND COMMENTS FROM CITY OFFICIALS** Mayor Rios allowed Council Member Davila to present her comments to the public as she was leaving the Council Meeting early.

Council Member Davila announced that on January 27<sup>th</sup> the West Santa Ana Branch is going to the Metro Board for approval of the alternative. She encouraged everyone that can participate please join in. We are asking for the one seat ride and from Artesia to the Union Station. She thanked Adolfo Varas for donating COVID tests and masks for the City.



## REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 25, 2022

### EXCUSED FROM MEETING

At this time, Council Member Davila, was excused from the meeting and departed from the Council Chambers.

### COMMENTS FROM THE AUDIENCE

Enry Magana spoke on the problem with golfers hitting the ball over the fence and damaging property near South Gate Park.

Joe Pacheco is concerned about the lack of Police presence and increase in street vendors on the street.

Liz Ruiz spoke on the AB167 Community Steering Committee and the expansion of the ELAC Facility.

Danny Rodriguez has concerns with the homeless people and parking on Illinois and Gardendale. He would like to see a stronger police presence in the City.

Virginia Johnson commented on position and benefits of the City Clerk position. Ms. Johnson would like to see the position changed to appointed or hired and not elected to better meet the needs of the City. She also thanked Public Works for the temporary patch on Center Street.

Mario Dominguez would like to see camera surveillance used in the City.

Thomas Buckley asked if the City has plans to open the 1973-time capsule as part of the City's 100<sup>th</sup> Anniversary Celebration. Many residents are concerned about crime and safety within the City. Mr. Buckley is also concerned with the City not having any Public Hearings and placing all the agenda items on the Consent Calendar. He concluded by thanking Council Member Diaz and the Police Department for investigating the fraudulent COVID testing sites.

Lindsey Gonzalez spoke about past housing loans issued by the City and the trees on San Juan need trimming.

Bash, Tweedy Mile Association stated that the Tweedy Mile has a new website (TMASG.Org). He also requested that the Tweedy Boulevard alleys be clean and there are several lights out.

Robert Montalvo spoke about the brown water throughout the City. He is also concerned with messages from Council Member Hurtado and thanked the City Clerk for her years of service.

Patricia is concerned with illegal dumping and parking on Deeble Street. The lighting installed on Tweedy Boulevard was only half lite and would like to see new holiday lights for Christmas.

## REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 25, 2022

### COMMENTS FROM

#### THE AUDIENCE CONT'D

Adolfo thanked Ms. Avalos for her service to the City. He spoke on being able to provide the rapid COVID tests for local communities.

Josh Barron invited members of the public to attend the Tweedy Mile Association meetings for their input and ideas. He also thanked Ms. Avalos for her service to the City and is concerned with the retraining of the next City Clerk. He would also look into changing the position to appointed or hired instead of elected.

Cindy Esquivel thanked Ms. Avalos for her service to the City. She also thanked City Staff for their work stopping the fraudulent COVID testing sites. She concluded by requesting that the trees and lights be checked.

Armando Velazquez thanked staff for their support during the Kiwanis Club event held at the Auditorium.

Andrea Paulino would like to see the position of the City Clerk become appointed or hired and not elected. She spoke about City Employees working in Hollydale and how they would not pick up trash from the City sidewalk during a project inspection. She is concerned with council constantly allowing Mr. Montalvo's negative comments during the meeting.

Bobbie Thompson thanked Ms. Avalos for her work with the City and congratulated City Employees for their promotions. She spoke about speeding and parking issues on Firestone Plaza.

Art Cervantes, Director of Public Works responded to the various residents' requests.

Darren Arakawa, Chief of Police responded to the concerns of the residents and informed the public that the South Gate Police Department services 7 ½ square miles and roughly 100,000 residents. The police respond to roughly 45,000 calls for service.

Meredith Elguira, Community Development Director stated that a possible policy change regarding home loans could have fiscal impacts. This item could be going before Council next month.

Raul F. Salinas, City Attorney addressed the concerns regarding Public Hearing. Mr. Salinas explained that the need for a Public Hearing is driven by either Federal or State law. If the matters coming before the City Council do not require the formality of a public hearing, then we just skip that process.

## REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 25, 2022

### REPORTS AND COMMENTS

#### FROM CITY OFFICIALS

Steve Costley, Interim Director of Parks & Recreation reported that this Saturday the City will be hosting an Art Show. The Centennial Committee met for the first time and opening the time capsule from 1973 is on the agenda.

Meredith Elguira, Community Development Director reported that on February 2nd the Planning Commission will hold a special meeting to discuss the Housing Element and rent control.

Greg Martinez, City Treasurer reported that the LA County LASA decided to postpone the housing count until February 23<sup>rd</sup>.

Raul F. Salinas, City Attorney also thanked Ms. Avalos for her service to the City.

Chris Jeffers, Interim City Manager stated that this has been a challenging time for us as a nation and certainly within our community with this variant. The Human Resources Division reported that from March 2020 to December 2021 we have had just over 100 employees that test positive throughout the organization. From December 2021 to the January 2022, we have had 70 employees test positive cases. At one point we had about 55 employees out due to COVID protocols which put a stress on our ability to meet the demands of public. Mr. Jeffers commended staff for their professionalism and getting the job done. He also thanked Council and Supervisors Hahn's office to help us shut down the fake COVID testing sites. Lastly, Mr. Jeffers encouraged everyone available to participate in the West Santa Ana Branch meeting.

Carmen Avalos, City Clerk announced her resignation from the City of South Gate and assured everyone that before leaving the City she will prepare her office for a successful transition for the next City Clerk. Ms. Avalos thanked her family, staff, and coworkers for their support during her time as City Clerk, full transition will take place in March.

Council Member Diaz reported on the Rivers and Mountains Conservancy Meeting, the Library Committee, and the Vector Control meetings that she attended. She also stressed the importance of residents to participate in the West Santa Ana Branch meeting. She would like to see the Christmas lights upgraded on Tweedy Boulevard and hopefully find funding to include the business district in the Hollydale area. She also reported that the City Council has also signed a letter to Air Quality Management District regarding the strong smells in South Gate.

## REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 25, 2022

### REPORTS AND COMMENTS OF CITY OFFICIALS

CONT'D

Council Member Diaz spoke about a local filmmaker that made a short film about the Delta fuel spill and it will be played at the Sundance Film Festival. Lastly, she thanked the Police Department for shutting down the fraudulent COVID tests.

Council Member Hurtado thanked Ms. Avalos for her years of service and thanked Adolfo Varas for his work with the community. He has spoken with the police department to provide the business community information on flash mobs. He has been meeting with local officials to discuss regional issues and explained the right to speak at Council meetings. We need to keep moving forward and not focus on negativity.

Vice Mayor Avalos also encouraged residents to participate in the West Santa Ana Branch meeting. She thanked the City's Commissioners and staff for their work and Adolfo Varas for his work with the community. Mr. Varas will be at the South Gate Farmers Market this Monday distributing personal protective equipment to South Gate residents.

Vice Mayor Avalos spoke on the accomplishments of Ms. Avalos, City Clerk and requested that Adolfo Varas and Daisy Vargas could be recognized at the next City Council meeting.

Mayor Rios spoke about the concerns that were addressed with Air Quality Management District and the West Santa Ana Board. Metro has lowered the prices for students and low-income residents and the Mayor encouraged people to take advantage of the service. For HUB Cities the workforce center will be moving into South Gate in the next couple of months.

### CONSENT CALENDAR

Agenda Items 7 and 9 were approved by motion of Mayor Rios and seconded by Vice Mayor Avalos. Council Member Hurtado recused from voting on items 5, 6, 8 and 10.

**ROLL CALL:** Council Member Diaz, yes; Council Member Hurtado, yes; Vice Mayor Avalos, yes; Mayor Rios, yes; Council Member Davila, absent

## REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 25, 2022

5

### LICENSES

The City Council considered:

- a. Adopting Resolution declaring the City's intent to grant a ten-year franchise to Torrance Pipeline Company, LLC, that stipulates provisions for the use, maintenance, repair, replacement, relocation, or removal of a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing oil and oil products;
- b. Authorizing the Mayor to execute the Resolution in a form acceptable to the City Attorney; and
- c. Approving the scheduling of a Public Hearing for February 22, 2022, to consider the introduction of an Ordinance granting the proposed franchise.

Item 5 was continued to the next City Council meeting of February 8 by motion of Council Member Hurtado and seconded by Vice Mayor Avalos.

**ROLL CALL:** Council Member Diaz, yes; Council Member Hurtado, yes; Vice Mayor Avalos, yes; Mayor Rios, yes; Council Member Davila, absent

6

### STREETS

The City Council approved A, B, and C by motion of Council Member Hurtado and seconded by Vice Mayor Avalos.

- a. Resolution No. 2022-03-CC entitled - Resolution of the City Council of the City of South Gate to adopt Notification of Intent to Comply with Senate Bill 1383 as necessary to comply with the requirements of Senate Bill 619;
- b. Resolution No. 2022-04-CC entitled - Resolution of the City Council of the City of South Gate authorizing submittal of an application to CalRecycle for the SB1383 Local Assistance Grant Program to secure \$127,658 in grant funds; and
- c. Authorized the Mayor to execute the Resolutions in forms acceptable to the City Attorney.

**ROLL CALL:** Council Member Diaz, yes; Council Member Hurtado, yes; Vice Mayor Avalos, yes; Mayor Rios, yes; Council Member Davila, absent

**REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 25, 2022**

7

**PARCEL MAP**

The City Council approved A and B during Consent Calendar.

- a. Resolution No. 2022-05-CC entitled - Resolution of the City Council of the City of South Gate approving Final Parcel Map No. 83212 and Subdivision Improvements Agreement (Contract No. 2022-04-CC) as necessary to approve a two-lot subdivision for the property located at 8401 Quartz Avenue; and
- b. Authorized the Mayor to execute the Resolution and Agreement in a form acceptable to the City Attorney.

8

**COMMUNITY PROMOTION**

The City Council approved A and B as corrected by motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

- a. A Special Event License Agreement (Contract No. 2022-05-CC) with the Tweedy Mile Association to hold the Azalea Car Show Operations in South Gate Park on March 30, 2022; and
- b. Authorized the Director of Parks and Recreation to execute the Agreement in a form acceptable to the City Attorney.

Steve Costley, Interim Director of Parks and Recreation noted that the date should be March 20, 2022 instead of March 30, 2022.

**ROLL CALL:** Council Member Diaz, yes; Council Member Hurtado, yes; Vice Mayor Avalos, yes; Mayor Rios, yes; Council Member Davila, absent

9

**PURCHASING**

The City Council authorized the issuance of a Purchase Order with Eberhard Equipment for the purchase of a Kubota Tractor with Triple Flail System Mower model M5-11 IHDC-1C4 for the Parks & Recreation Department in the total amount of \$165,253.73 during Consent Calendar.

10.

**PARKING**

The City Council received and filed a four-year extension and certification of the Engineering and Traffic Survey for Speed Limits Report establishing speed limits for 49 major and collector roadways citywide to be in effect through and including December 31, 2025 by motion of Council Member Hurtado and seconded by Vice Mayor Avalos.

**ROLL CALL:** Council Member Diaz, yes; Council Member Hurtado, yes; Vice Mayor Avalos, yes; Mayor Rios, yes; Council Member Davila, absent



**REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 25, 2022**

11

**STREETS**

The City Council considered receiving and filing the Atlantic Corridor Complete Street Evaluation and Master Plan report.

Item 11 was continued to the City Council meeting of February 8<sup>th</sup> by motion Vice Mayor Avalos and seconded by Council Member Hurtado.

12

**WARRANTS**

The City Council approved the warrants for January 25, 2022, by motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

Total of Checks:	\$2,257,320.09
Voids:	(\$ 0.00)
Total Payroll Deductions:	<u>(\$ 346,948.23)</u>
Grand Total:	\$1,910,371.86

**ROLL CALL:** Council Member Hurtado, yes; Council Member Diaz, yes; Vice Mayor Avalos, yes; Mayor Rios, yes

**ADJOURNMENT** Mayor Rios adjourned the meeting at 10:57 p.m. in memory of Ignacio Rendon, longtime resident and Richard Bryant Treanor, worked and mentored City Attorney Salinas and seconded by Vice Mayor Avalos.

**PASSED** and **APPROVED** this 22<sup>nd</sup> day of February, 2022.

ATTEST:

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

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

FEB 10 2022

11:30 AM

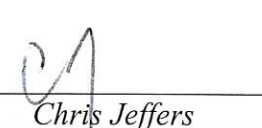
# City of South Gate

CITY COUNCIL

## AGENDA BILL

For the Regular Meeting of: February 22, 2022  
Originating Department: City Manager's Office

Management Assistant:   
Giselle Mares

Interim City Manager:   
Chris Jeffers

**SUBJECT: FUNDING FOR THE TWEEDY MILE ASSOCIATION CHRISTMAS FOOD GIVEAWAY**

**PURPOSE:** To reimburse the Tweedy Mile Association for the expense incurred for their Christmas Food Giveaway.

**RECOMMENDED ACTION:** The City Council will consider approving the Tweedy Mile Association funding request for \$2,500.

**FISCAL IMPACT:** On May 11, 2021, the City Council approved the Business Improvement District ("BID") budget for Fiscal Year 2021/22. The current BID budget balance is \$43,913.77. The funding request for \$2,500 will be allocated in the General Promotion of Retail Trade Activities category which has a balance of \$13,474.19.

**BACKGROUND:** This funding request was presented at the Tweedy Mile Advisory Board ("TMAB") Meeting on February 7, 2021, and the motion died with a 2-2 vote. The item was carried over from the April 26, 2021 TMAB Meeting. The Board tabled the item due to a lack of information in April and requested for the Tweedy Mile Association to provide additional information regarding the Christmas Food Giveaway. The Tweedy Mile Association distributed approximately 100 raffle boxes and tickets to merchants on the Tweedy Mile. The raffle was a way to bring business to the Tweedy Mile merchants by having customers visit and learn more about the services. On December 21, 2020, the Tweedy Mile Association hosted the raffle and announced the list of 40 winners. The winners were notified and instructed to pick-up their hams at Freddy's Market, 3433 Tweedy Blvd. The \$2,500 will cover the cost of the hams.

**ATTACHMENT:** Business Improvement District (BID) Funding Request Form from Tweedy Mile Association

**Parking and Business Improvement Program  
Request for Funding FY 2021/22**

<b>Name &amp; Address of Applicant:</b>	
Tweedy Mile Association	
<b>Select one:</b>	
Non-profit organization	X
Private Business	
<b>Name of Proposed Activity, Event or Decoration:</b>	
Christmas Food Giveaway	
<b>Proposed Event Address/Location:</b>	
Tweedy Blvd	
<b>Proposed Event Date &amp; Hours:</b>	
<b>Purpose of Proposed Event, Activity or Decoration:</b>	
<p>All business on Tweedy Mile are provided a drawing box with the drawing tickets. Big flyers are posted at every business door. All customer can participate by filling out the drawing tickets. Most important parts are customer name, phone number and name of the business where they filled out the ticket. All the boxes are picked up about one to two weeks before the giveaway raffle. Drawing is held in the presence of other board members. Businesses are notified about the winner and the winner is notified about the business. This is one of the great way to bring customer in, stay in, conversation starter, explaining services and products and advantages of neighborhood small businesses. On December 21, 2020, TMA hosted the raffle and announced the list of 40 winners. The winners were notified and instructed to pick-up their Honey Baked hams at Freddy's Market, 3433 Tweedy Blvd..</p>	
<b>Select the eligible category that the proposal falls under:</b>	
1. Decoration of Public Place	
2. Promotion of Public Events	
3. General Promotion of Retail Trade Activities	X
<b>Proposed Budget Items</b>	<b>Amount</b>
Hams	\$2,500
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$2,500</b>

12/21/2020 2:29 PM

Sales Receipt #400434

Store: 1

REPRINTED  
**Freddy's Market**  
3433 Tweedy Blvd.  
South Gate Ca 90280

*HONEY BAKED HAMS*

Item Name	Qty	Price	Ext Price
ITEM TYPE 1	40	\$65.00	\$2,600.00

*CHRISTMAS*

Subtotal: \$2,600.00

3.85 % Disc: - \$100.00

South Gate, Ca

0 % Tax: + \$0.00

*GIVEAWAY*

RECEIPT TOTAL: \$2,500.00

Cash: \$2,500.00

Total Sales Discounts: \$100.00

Thanks for shopping with us!



400434





CITY MANAGER'S OFFICE

FEB 15 2022  
8:15 A.M

City of South Gate  
CITY COUNCIL


AGENDA BILL

For the Regular Meeting of February 22, 2022  
Originating Department: City Manager's Office

Management Assistant:

  
Giselle Mares

Interim City Manager:

  
Chris Jeffers

**SUBJECT:** CITY'S LEGISLATIVE PLATFORM FOR 2022

**PURPOSE:** To review and approve the City's Legislative Platform for 2022.

**RECOMMENDED ACTION:** The City Council will consider receiving and filing the City's 2022 Legislative Platform containing the City's state and federal legislative priorities.

**FISCAL IMPACT:** None.

**ANALYSIS:** The purpose of the Legislative Platform is to provide a means for summarizing the City's core legislative principles for the purpose of advocacy efforts at the regional, state, and federal levels. The 2022 Legislative Platform was developed using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, California Contract Cities Association, and input from the Interim City Manager, as well as the City's state and federal lobbyists. Many priorities are continued from 2021. New items added for 2022 include opposition to changes/legislation in the criminal justice system which may endanger the public safety of our community, reduce the city's local match" requirement" under Measure M, development of first/last mile projects, support future redistricting efforts that would enhance the sub-regions voice and needs.

**BACKGROUND:** The 2022 Legislative Platform sets forth the City's legislative priorities for the 2022 legislative session and provides direction for the City's state and federal lobbyists. The City recognizes the need for an active state and federal legislative program to protect the City's interests in Sacramento and Washington, D.C. As a result, the City contracts a state and federal lobbyist firm, Joe A. Gonsalves & Son and Kiley and Associates, LLC, respectively, to provide their expertise in state and federal legislative advocacy analyses. They both help the City monitor and track state and federal grants; lobby the White House and California Congressional delegation on the City's priorities; prepare and secure letters of support; identify opportunities to showcase the City's achievements and challenges before Congressional Committees or federal agencies; provide legislative updates and a variety of resources and assistance.

Approval of the 2022 Legislative Platform also streamlines the City's process and allows City staff to effectively respond and take immediate action on pressing legislation under City Council direction. Federal and state legislative proposals and policies consistent with the City's 2022 Legislative Platform may be supported by the City. Policies and proposals inconsistent with this Legislative



Platform may be opposed by the City. For proposed legislation, consistent with the City's Legislative Platform, City staff shall be authorized to prepare position letters with the Mayor's authorization. Items not addressed in the City's Legislative Platform will require further direction from the City Council.

The City will continue to annually update the Legislative Platform taking into account new issues or priorities as they relate to the community or other regional partners. Additionally, the policies established within the platform do not preclude City Council consideration of additional legislative matters arising throughout the year and may be presented to the City Council for consideration and action.

**ATTACHMENT:** 2022 Legislative Platform





# LEGISLATIVE PLATFORM 2022



[WWW.CITYOFSOUTHGATE.ORG](http://WWW.CITYOFSOUTHGATE.ORG)

(323) 563-9500







# ABOUT THIS LEGISLATIVE PLATFORM

The Legislative Platform is a tool for the City to navigate through the legislative landscape. The document outlines the City's position on priority and important matters. This Legislative Platform allows Council Members and City staff to address and take immediate action on legislative and regulatory issues at the Federal, State and regional levels.

This platform supplements existing City Council established goals and policies in various documents including the City's General Plan and approved Resolutions. The policy statements below are a summary of issues significant to the City. The document is intended to be updated on an annual basis.

Publication of the platform allows for transparent awareness to the community and other interested parties of the City's legislative priorities.



# CITY OFFICIALS



**MAYOR**  
**Al Rios**



**VICE MAYOR**  
**Maria del Pilar Avalos**



**COUNCIL MEMBER**  
**Maria Davila**



**COUNCIL MEMBER**  
**Denise Diaz**



**COUNCIL MEMBER**  
**Gil Hurtado**

**CITY CLERK**  
**Carmen Avalos**

**INTERIM**  
**CITY MANAGER**  
**Chris Jeffers**

**CITY TREASURER**  
**Gregory Martinez**

**CITY ATTORNEY**  
**Raul F. Salinas**

# LEGISLATIVE PLATFORM GOALS

- Approval of the Legislative Platform streamlines the City's process and allows City staff to effectively respond and take immediate action on pressing legislation under City Council direction.
- Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City.
- Policies and proposals inconsistent with this Legislative Platform may be opposed by the City.
- For proposed legislation, either consistent with the Legislative Platform, City staff shall be authorized to prepare position letters with the Mayor's authorization.
- Item's not addressed in the Legislative Platform will require further direction from the City Council.



# PUBLIC SAFETY

## SUPPORT

- Efforts to promote racial and social equity.
- Tools and resources to address critical community challenges such as homelessness, mental health, domestic violence, drug rehabilitation and human trafficking.
- Efforts to eliminate the use of illegal fireworks.
- Efforts to reduce illegal access to firearms.
- Measures aimed at gang suppression, prevention and intervention.

## OPPOSE

- Legislation to reduce and/or eliminate Asset Forfeiture revenues.
- Legislation/Initiatives which may change the criminal justice system and endanger the public safety of our community.

## SEEK FUNDING FOR

- Mental Health Service Programs
- Homeless Prevention Programs
- Monitoring impacts of the early release initiative
- Gang Reduction Youth Development Programs
- Community Policing Programs
- The development of an Emergency Operation Center







# WORKFORCE AND ECONOMIC DEVELOPMENT

## SUPPORT

- Financial Recovery Programs that support residents and small businesses.
- Expansion of job placement and career development programs.
- Programs aimed to develop and advance small businesses.
- Funding and financing of programs aimed at attracting new development.
- Regional business friendly principles and practices.
- Development projects benefiting the Gateway region

## OPPOSE

- New legislation that may hurt start-up businesses.

## SEEK FUNDING FOR

- Business revitalization for Tweedy Blvd. and Hollydale areas.
- Establishing and maintaining a hire local program.
- Establishing and maintaining a youth employment program.
- Development of the South Gate Courthouse Adaptive Reuse
- Workforce Development Programs.



# INFRASTRUCTURE

## SUPPORT

- Local and regional infrastructure improvements.
- Policies and/or programs that could increase safety, enhance mobility, improve infrastructure condition, reduce environmental impacts, promote sustainability, enhance service and reliability, and encourages alternative modes of transportation.
- Funding and development efforts to plan and construct the West Santa Ana Branch Transit Corridor.
- Additional funding to improve and maintain the nation's freight network.
- Efforts to develop and revitalize the Lower Los Angeles River.



## OPPOSE

- Funding shifts that reduce or fail to allocate South Gate's share allocation.

## SEEK FUNDING FOR

- Parks projects in support of revitalizing the Lower Los Angeles River.
- South Gate Park Community Center Renovation
- South Gate Regional Bikeway Connectivity Program
- Storm Water Quality and Compliance Program
- Roadway improvements for the City's main boulevards and residential streets.
- Park Master Plan implementation
- Citywide Lighting Master Plan implementation to convert streetlights to LED
- Reducing the City's "Local Match" requirement under Measure M.





# HEALTH AND ENVIRONMENT

## SUPPORT

- Legislation that ensures equitable distribution of vaccines and supplies to expand health care services.
- Efforts to offer mental health counseling, homelessness prevention, medical screening and food distribution programs.
- Legislation improving air quality, reducing and mitigating emissions.
- Legislation aimed at increasing environmentally friendly buildings, businesses and manufacturing.
- Measures to continue funding and expanding parks, recreation and open spaces.
- Healthy lifestyle programs aimed at eliminating obesity.
- Actions aimed at lowering the cost to deliver water.
- Local control programs for water, watershed and catch basin review and regulation
- Legislation that requires railroad companies to fund and service their right of ways timely to address issues such as homeless encampments, litter removal and bulky items.

## SEEK FUNDING FOR:

- Community wellness programming
- Water conservation, landscape demonstration projects
- Vehicle replacement program
- Conservation and energy efficiency upgrades to City facilities. Addressing health and environmental priorities identified by Community Environmental Health Action Team (CEHAT).
- Development of first/last mile project





# GOVERNMENT ADMINISTRATION

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## SUPPORT

- Employment equity across all functions including recruitment, hiring, training and personnel policies.
- Proposals to enhance and strengthen local representation on regional commissions and task forces.
- Legislation that provides for an even distribution of resources to local governments and other agencies.
- Future redistricting efforts that would enhance the sub-regions voice and needs at County, State, and Federal levels

## OPPOSE

- Unfunded state mandate programs.
- Fast track bills that bypass local input.
- Legislation that would take money away from local government services to balance the state budget.
- Legislation reducing local government control.



# EDUCATION AND HUMAN RESOURCES

## SUPPORT

- Efforts to provide Federal, State and local relief resources for K-12 schools and institutions of higher education.
- Expansion and availability of early care and education opportunities in the City.
- Increasing affordability and accessibility to higher education institutions.
- Improving the lives of immigrants and their families.
- Initiatives aiming to increase citizenship and voter participation.
- Support wage equity and increase access to healthcare.



# CIVIC RESOURCES

## SUPPORT

- Expansion of higher education facilities in the City and surrounding communities.

## OPPOSE

- Closures to vital community resources not under municipal control.

## SEEK FUNDING FOR:

- South Gate Park Community Center Renovation





# HOUSING

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## SUPPORT

- Rental assistance programs to provide rental relief emergency assistance.
- Resources to provide emergency shelters and permanent supportive housing for adults and youth.
- Legislation that provides flexibility for cities to exercise local housing control to best address the needs of the community.
- Legislation that creates affordable housing and transit-oriented development.

## OPPOSE

- Any legislation that preempts local land use authority and control.
- New program mandates that are unfunded.
- Legislation that results in increasing parking impacts related to housing.

## SEEK FUNDING FOR

- Emergency assistance to help secure housing for people experiencing or at risk of homelessness.
- Affordable housing options and programs for vulnerable populations.



# ABOUT THE CITY OF SOUTH GATE

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Located in the heart of the Los Angeles Metropolitan Area, the City of South Gate is a busy, urban community consisting of residential, commercial, and industrial development spread over 7.4 square miles. It currently ranks as the 73rd largest city in California and 17th largest in Los Angeles County with a population of 99,578. South Gate is known for its outstanding city services, remarkable parks and recreation facilities, and family-friendly environment.

Incorporated on January 20, 1923, the city is strategically located along the 710 Freeway with close access to the 105 Freeway. South Gate is 20 miles north of the Ports of Los Angeles and Long Beach, 7 miles south of downtown Los Angeles, and 13 miles east of the Los Angeles International Airport, making it an ideal location for residents in the Los Angeles County area, and a main thoroughfare for regional, national, and global transportation and trade for businesses.



FEB 14 2022

*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022

Originating Department: Parks and Recreation

Department Head:

*Steve Costley* <sup>(AC)</sup>  
Steve Costley

Interim City Manager:

*Chris Jeffers*  
Chris Jeffers

**SUBJECT: REQUEST BY MAYOR AL RIOS AND VICE MAYOR MARIA DEL PILAR AVALOS FOR THE POSSIBLE FORMATION OF A SENIOR ADVISORY COMMITTEE OR SENIOR COMMISSION**

**PURPOSE:** To consider the request by Mayor Al Rios and Vice Mayor Maria del Pilar Avalos for the City Council to establish a formal advisory body to advise the Parks & Recreation Department and the City Council as to the needs of the City's senior community. This discussion is to determine the overall view of the City Council on the matter and the structure of such a body.

**RECOMMENDED ACTIONS:** The City Council will consider providing staff with input on the possible formation of either:

- a. Senior Advisory Committee; or
- b. Senior Commission; or
- c. Senior committee reporting to the Parks & Recreation Commission

**FISCAL IMPACT:** None at this time but depending on the direction given by Council, there will be the possibility of certain costs including Commission stipends and additional staff time.

**ANALYSIS:** When establishing any type of advisory body, it reflects the desire for elected bodies, such as City Council's, to have a process in which specific information can be either generated or considered by a representative group. There is no "one best way" to organize and administer local advisory boards. These volunteer citizen advisory boards are an integral part of local government. The creation of these bodies is a way for local governments to engage citizens in the democratic process. Some activities that these bodies undertake can be the study of critical issues, taking public testimony, performing independent research, reviewing staff recommendation. In some cases, these advisory bodies can be delegated limited legislative authority (Planning Commission).

Ideally, advisory bodies bring together citizen views that might not otherwise be heard. They are made up of persons of wide-ranging interests and expertise who want to participate in public service, but with no interest in holding a public office. It could be a training ground for citizens to

seek public office who may garner a more complete understanding of the local government process and organizational structure.

Unfortunately, there is little uniformity in the use or meaning of the terms commission, committee, and board in legal statutes or by local governments that have created them. So often the terms are interchangeable when discussion is undertaken. There does not seem to be documented clarity as to these words, in terms of hierarchy or scope in the City of South Gate. Webster's Dictionary defines a *board* as a group of persons having managerial, supervisory, investigatory, or advisory powers. A *commission* is defined as a group of persons directed to perform some duty or government agency having administrative, legislative, or judicial powers. A *committee* is defined as a body of persons delegated to consider, investigate, take action on, or report on some matter.

Methods of creating these bodies are also not specifically defined in statute nor legal controlling process. Such bodies can be created by resolution, ordinance, and motion. While each process can accomplish the task of establishing a given body, the chosen path can make changes to a scope of duties or responsibilities more cumbersome to undertake. At the same time, if establishing a new body, the City Council may want to look at how the new body is to compare to other established advisory bodies.

A number of cities in California have some sort of advisory body relating to older residents of their communities. Cities like: Bell Gardens; Long Beach; Pasadena; Glendora; South Pasadena; Anaheim; West Covina; and Arcadia are just a few with a senior citizen board, committee, or commission. The roles these bodies have are similar no matter which city and consist of:

- Acting in an advisory capacity to any City Department, or City Council regarding senior concerns and needs.
- Facilitating coordination between existing and proposed programs for the elderly.
- Conducting studies assigned by the City Council and/or Parks & Recreation Commission.
- Potentially assisting in the coordination between the city and senior citizen service agencies on matters within the body's purview.

However, being sure roles and responsibilities are clearly understood is important. Especially, when organization might have bodies that feel the topic or issue is within their oversight. In this case, the City's Parks & Recreation Commission currently has the scope over all areas in the Parks & Recreation Department, which includes activities of the senior center, senior food program, etc. Should the City Council proceed with a second advisory body, establishing clear delineation would be extremely helpful for the advisory bodies and staff.

The size of these bodies also varies from a size of 5 members to 13 members (Pasadena). The size seems to be whether the city is wishing to include representatives other than a direct resident. An example maybe representatives from the County Commission on Aging or a major health care provider, etc. So, are there significant support groups or organizations operating within our community that should be assisting in this advisory action?

Consequently, as with any citizen advisory panel, additional resources will need to be made available for the body to function. Examples of resources include staffing at meetings, supplies, support staff for documentation development, and other ancillary costs.

**Next Steps:**

First, step is for the City Council to determine if a need for the creation of a distinct Senior Citizen advisory body exists. The alternatives could be:

- a. Adding additional seats to the existing Parks & Recreation Commission that target this specific demographic (seniors). Possibly adding 2 to 4 seats would sufficiently provide coverage for this important demographic. It could better ensure coordination between all facets of the leisure and social services provided by the department.
- b. Creating an informal advisory group that meets at the Senior Center on a regular basis and reports back to the Parks & Recreation Commission. This would allow for input from seniors who attend activities at the facility without committing them to regularly scheduled commission type meetings.



Should the City Council believe establishing a distinct and separate senior citizen advisory body is necessary, then direction should be given to staff to bring back a Municipal Code amendment that would outline the scope, makeup, meeting frequency, and selection process for the body. Whether the body is named a committee or commission as stated before has no legal significance. Given that the current advisory body for this department is a "Commission", it may optically assist in making the Senior Citizen advisory body a commission in name as well.

**ATTACHMENT(S):** None

**City of South Gate**  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 22, 2022  
Originating Department: City Manager's Office

Interim City Manager:  Interim City Manager:   
Chris Jeffers Chris Jeffers

**SUBJECT: REQUEST BY COUNCIL MEMBERS GIL HURTADO AND MARIA DAVILA FOR A RESOLUTION FOR A VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCON**

**PURPOSE:** To consider the request by Council Members Gil Hurtado and Maria Davila for a Resolution of a Vote of No Confidence in Los Angeles County District Attorney Gascon.

**RECOMMENDED ACTION:** The City Council will consider adopting a Resolution of a Vote of No Confidence in Los Angeles County District Attorney George Gascon.

**FISCAL IMPACT:** Not applicable with this specific action.

**ANALYSIS:** At the February 8, 2022, City Council meeting City Council Members Gil Hurtado and Maria Davila requested that the City Council discuss whether or not to issue a "Vote of No Confidence" in Los Angeles County District Attorney George Gascon.

Over the last year, approximately 30 cities in Los Angeles County have considered and adopted a resolution of "No Confidence" in the performance of Los Angeles County District Attorney George Gascon. Those cities include Downey, Cerritos, La Verne, San Gabriel, Santa Clarita, Beverly Hills, Pico Rivera, Whittier, La Miranda, Covina, Rosemead, Azusa, Santa Fe Springs, Diamond Bar, Redondo Beach, Arcadia, Manhattan Beach, Temple City, Palos Verdes Estates, and Lancaster.

Many of the concerns arise from the various Office Directives which have been implemented by District Attorney Gascon. Some of those directives include:

- Special Directive 20-08 Sentencing Enhancement/Allegations – bars the use of prior strikes; use of gang enhancement and firearm allegations.
- Special Directive 20-07 Misdemeanor Case Management – bars filings on Trespass; Disturbing the peace; Driving without a license; Under the influence of drugs; Minor in possession of alcohol; Drinking in public; Loitering/loitering for purposes of prostitution; Resisting arrest; and Criminal threats.

**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, EXPRESSING A VOTE OF NO CONFIDENCE IN  
LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCON**

**WHEREAS**, following his election to the Office of Los Angeles County District Attorney on December 7, 2020, District Attorney George Gascon (“D.A. Gascon”) announced a series of Special Directives (“SDs”) to reform criminal prosecutions in Los Angeles County;

**WHEREAS**, many cities have been presented with statistics by their law enforcement agencies showing that since the implementation of the SDs, the overall rate in which the District Attorney’s Office rejects misdemeanor criminal cases has risen sharply and, in some cases, to nearly 50% of the filings by that law enforcement entity;

**WHEREAS**, the City Council for the City of South Gate places a high priority on public safety, dedicating City resources to ensuring that South Gate is a safe community for all who work, play, and live in the City; and

**WHEREAS**, the SDs given by D.A. Gascon are contributing to the undermining of the criminal justice system goal of protecting the general public and victims’ rights.

**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 South Gate City Council affirms a “Vote of No Confidence” in Los Angeles County District Attorney George Gascon.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

[Remainder of page left blank intentionally.]

**PASSED, APPROVED and ADOPTED this 22<sup>nd</sup> day of February 2022.**

**CITY OF SOUTH GATE:**

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

**ATTESTED:**

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

**APPROVED AS TO FORM:**

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

A large, semi-transparent watermark with the word "DRAFT" in all caps is oriented vertically across the signature line of the City Attorney.

FEB 15 2022

## WARRANT REGISTER FOR COUNCIL MEETING 2/22/2022

PART I

apChkLst  
02/02/2022 1:20:06PMFinal Check List  
CITY OF SOUTH GATE

Item No. 19

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
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95597	2/3/2022	00002417	AMERICAN FIDELITY ASSURANC	Ben295905	2/3/2022	AMERICAN FIDELITY (ABT): PAYM	307.54	307.54
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		Voucher:						
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		Voucher:						
95601	2/3/2022	00000438	COLONIAL INSURANCE CO.	Ben295899	2/3/2022	COLONIAL INSURANCE CO: PAYM	2,517.09	2,517.09
		Voucher:						
95602	2/3/2022	00002138	FRANCHISE TAX BOARD	Ben295915	2/3/2022	GARNISHMENT - FRANCHISE TA	1,362.91	1,362.91
		Voucher:						
95603	2/3/2022	0009920	OCSE CLEARINGHOUSE SDU	Ben295919	2/3/2022	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:						
95604	2/3/2022	00002421	POLICE MANAGEMENT ASSOCIA	Ben295909	2/3/2022	POLICE MANAGEMENT ASSOC. I	2,250.00	2,250.00
		Voucher:						
95605	2/3/2022	00000335	POLICE OFFICERS ASSOCIATION	Ben295911	2/3/2022	POLICE ASSOCIATION DUES: PA	5,800.00	5,800.00
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95606	2/3/2022	0011466	PRINCIPAL LIFE INSURANCE CO.	Ben295893	2/3/2022	PRINCIPAL DENTAL PPO (MISC):	30,277.06	30,277.06
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		Voucher:						
95608	2/3/2022	0007462	SHERIFF'S DEPARTMENT LA COL	Ben295907	2/3/2022	GARNISHMENT-SHERIFF'S COM	448.74	448.74
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95609	2/3/2022	0011468	SUPERIOR VISION SERVICES, IN	Ben295897	2/3/2022	SUPERIOR VISION MISC.: PAYME	3,822.52	3,822.52
		Voucher:						
95610	2/3/2022	00000334	UNITED WAY OF GREATER LOS A	Ben295903	2/3/2022	UNITED WAY: PAYMENT	34.33	34.33
		Voucher:						
<b>Sub total for BANK OF THE WEST:</b>							<b>55,545.56</b>	

15 checks in this report.

**Grand Total All Checks:** 55,545.56

WARRANT REGISTER FOR COUNCIL MEETING 2/22/2022

PART II

apChkLst  
02/02/2022 1:44:45PM

Final Check List  
CITY OF SOUTH GATE

Page: 1

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
95611	2/2/2022	0011187 HUB CITIES CONSORTIUM	HUB-2022	2/1/2022	HUB CITIES CONSORTIUM LOAN	500,000.00	500,000.00
Voucher:							
95612	2/2/2022	0013279 ERJ CONSTRUCTION INC	327	12/14/2021	CDBG-COMMERCIAL-FACADE W	34,175.86	45,575.86
Voucher:							
			329	12/20/2021	CDBG-COMMERCIAL-FACADE W	11,400.00	
95613	2/2/2022	00004865 SO CALIF EDISON	1/14/2022	2/1/2022	BILLING PRD JAN 2022	8,959.24	8,959.24
Voucher:							

Sub total for BANK OF THE WEST: 554,535.10

3 checks in this report.

Grand Total All Checks: 554,535.10

WARRANT REGISTER FOR COUNCIL MEETING 2/22/2022

apChkLst  
02/09/2022 7:36:29AM

Final Check List  
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

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Voucher:							
95615	2/9/2022	0013069	NR DEVELOPMENT, INC	6	1/26/2022	CONSTRUCTION OF THE URBAN	516,741.90
Voucher:							
Sub total for BANK OF THE WEST:							533,718.94

2 checks in this report.

Grand Total All Checks: 533,718.94



WARRANT REGISTER FOR COUNCIL MEETING 2/22/2022

apChkLst  
02/10/2022 11:45:18AM

Final Check List  
CITY OF SOUTH GATE

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		0006537	EXPEDIA	72212838400690	12/11/2021	TRAINING: STANDARDIZED FIEL	576.99
		0005797	SANDLER BROS	0233595-IN	12/9/2021	SHOP TOWELS FOR FIELD STAF	225.49
		0008153	TIME WARNER CABLE-	0500034112721	11/27/2021	11/27/21 - 12/26/21 SPECTRUM S	234.96
		0008153	TIME WARNER CABLE-	0490491112721	11/27/2021	11/27/21 - 12/26/21 SPECTRUM S	234.96
		0008153	TIME WARNER CABLE-	042627111421	11/14/2021	11/14/21 - 12/13/21 SPECTRUM S	16.02
		0008153	TIME WARNER CABLE-	0426628113021	10/30/2021	10/29/21 - 11/29/21 & 11/29/21 -12/	256.80
		0008153	TIME WARNER CABLE-	0586090112621	11/26/2021	11/26/21-12/25/21 SPECTRUM SU	243.69
		0008153	TIME WARNER CABLE-	600966112221	11/22/2021	11/22/21 - 12/21/21 SPECTRUM S	119.99
		0008153	TIME WARNER CABLE-	426263111421	11/14/2021	11/14/21 - 12/13/21 SPECTRUM S	5.34
		0008099	IN-N-OUT BURGERS	E52447	1/20/2022	WELCOME BACK EVENT FOR EN	500.00
		0008153	TIME WARNER CABLE-	0426602112521	11/25/2021	11/25/21-12/24/2 SPECTRUM SUE	234.96
		0008153	TIME WARNER CABLE-	0495151110721	11/7/2021	11/07/21 -12/06/21 FORSPECTRU	131.93
		0008153	TIME WARNER CABLE-	0435603111421	11/14/2021	11/14/21-12/13/21 FOR SPECTRU	130.67
		0008226	PIZZA HUT	321121413561600	2/3/2022	DECEMBER 14, 2021 DINNER FOI	123.66
		0005454	RALPHS	881939	11/23/2021	FAMILY VIOLENCE PREVENTION	100.00
		0005347	AMAZON.COM	111-0729042-6626	11/24/2021	FAMILY VIOLENCE PREVENTION	56.63
		0005347	AMAZON.COM	114-1727499-6506	11/24/2021	FAMILY VIOLENCE PREVENTION	98.04
		0005347	AMAZON.COM	114-8610460-0913	11/23/2021	FAMILY VIOLENCE PREVENTON	14.00
		0008906	DOLLAR TREE	069612	12/15/2021	FAMILY VIOLENCE PREVENTION	83.45
		0005658	EL PESCADOR	0243766	12/20/2021	FAMILY VIOLENCE PREVENTION	489.69
		0008452	CXTEC	11252450-REFUN	12/31/2021	INV # 1257477 CREDIT	-191.81
		0008153	TIME WARNER CABLE-	120508901	12/16/2021	SPECTRUM SUBSCRIPTION FOF	2,890.98
		0012155	CANVAS	03259-0941322	12/3/2021	ANNUAL RENEWAL (FOR YEAR 2	119.40
		0009469	ADOBE SYSTEMS, INC	1538101189	11/29/2021	ADOBE CREATIVE CLOUD APPS	599.88
		0005295	WALMART	096565	12/15/2021	RCA CABLE FOR WATER CUSTO	8.35
		0012596	ZOOM.US	INV123804757	12/20/2021	ZOOM STANDARD PRO MONTHL	119.92
		0013344	ACTIVE DATA SOLUTIONS, LCC	258214	12/21/2021	REPLACEMENT APC UPS BATTE	637.00
		0013331	TOKIOMARINE/HCC SPECIALTY,	1638315728555602	11/30/2021	TOTAL EVENT INSURANCE	273.22
		0009420	SPARKLETTS	16963364 120921	12/9/2021	DS SERVICES STANDARD COFF	43.87
		0005491	CVS	086027	12/15/2021	FAMILY VIOLENCE PREVENTION	34.78
		0011283	TJMAXX	000369	12/15/2021	FAMILY VIOLENCE PREVENTION	22.40
		0005295	WALMART	090402	12/17/2021	FAMILY VIOLENCE PREVENTION	207.46
		0008452	CXTEC	11252450	12/31/2021	INV #125477; PHONE FOR JAY G	191.81
		00000415	NATIONAL CONSTRUCTION REN	6330646	10/28/2021	10/31/21-11/27/21 NATIONAL CON	269.28

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0013339		CODE ENFORCEMENT OFFICE	S.2390632909	12/8/2021	01/12-03/09 CODE OFFICIAL SAF	1,000.00	
00002063		CACEO	300015491	11/1/2021	DAVID BERRIOS MEMBERSHIP F	95.00	
00000201		ATLANTIC LOCK & KEY	013048	12/8/2021	KEY FOR COURT WARRANT BY (	85.00	
0013339		CODE ENFORCEMENT OFFICE	S.300015491	11/1/2021	CEO CARDENAS-FRANK MEMBE	95.00	
00002063		CACEO	300015175	11/1/2021	CEO LESLIE MEDINA MEMBERSI	95.00	
00004313		AT&T	562 602-5215 NOV	11/16/2021	11/16/21 TO 12/15/21 PHONE LINI	415.72	
0013340		EXTECH	407766	12/20/2021	FLIR SYSTEM SOUND CALIBRAT	474.06	
0006213		ADVANCED DOCUMENT SYSEYEM	12-21-21	12/21/2021	TRIP CHARGE AND LABOR FOR	170.00	
0005450		C & J LIFT TRUCKING INC	P-16538	12/21/2021	FORKLIFT KEYS (7)	96.47	
0005291		PARTY CITY	056674	11/30/2021	SANTAS BREAKFAST SUPPLIES	116.49	
00004854		SMART & FINAL	063775	11/30/2021	SANTAS BREAKFAST SUPPLIES	18.81	
0005677		DEPARTMENT OF PESTICIDE REI	VARGAS 2022	12/2/2021	CONTINUED EDUCATION - ALEX	60.00	
0005677		DEPARTMENT OF PESTICIDE REI	OCEGUEDA 2022	12/2/2021	CONTINUED EDUCATION - VALEI	60.00	
00003960		MAJESTIC TROPHY & AWARDS	021530	11/9/2021	3 PROMOTION PLAQUES(PEREZ	316.80	
0009649		AT&T	NOV 2021	11/20/2021	NOV 2021 INTERNET SERVICES	124.14	
0005291		PARTY CITY	12-7-21	2/7/2022	SANTAS BREAKFAST SUPPLIES	50.64	
0005295		WALMART	012893	12/8/2021	SANTAS BREAKFAST SUPPLIES	26.27	
00000268		HOME DEPOT CREDIT SERVICES	S9533051	12/9/2021	SANTA BREAKFAST SUPPLIES	37.85	
0008452		CXTEC	7121045	12/1/2021	INV #7121045; PHONE FOR JAY (	215.23	
00000839		CAPPO INC	200003947	12/9/2021	CAPPO 2022 CONFERENCE	495.00	
0008452		CXTEC	7123196	12/14/2021	INV. #7121045; PHONE FOR PAU	105.71	
0005291		PARTY CITY	040938	11/30/2021	SANTAS BREAKFAST SUPPLIES	68.37	
0013324		DAVET LOCKER TICKETS	031190	12/3/2021	SENIOR TRIP TICKETS	813.00	
0006431		KREIGER SALES	033740	12/8/2021	HOCKEY PUCK LOCKS & ASSEM	269.56	
0005347		AMAZON.COM	114-5689848-2797	11/30/2021	SAMSUNG GALAXY 20FE PHONE	157.08	
0005347		AMAZON.COM	114-7021549-4823	12/13/2021	WESTERN DIGITAL 2TB RED SSI	793.77	
00004854		SMART & FINAL	036682	12/10/2021	SANTAS BREAKFAST SUPPLIES	7.58	
0005300		DATA BUSINESS SYSTEMS INC	137516	12/9/2021	INV. #137516; 2022 TAX FOMS AN	715.96	
0005300		DATA BUSINESS SYSTEMS INC	300008324	12/9/2021	INV. #300008324; CSMFO REGIS	75.00	
0009162		ROGUE FITNESS	108270	11/19/2021	FITNESS CENTER EQUIPMENT	1,751.80	
0008155		DROPBOX.COM	G335762BZD9F	11/30/2021	NOV-DEC DROPBOX BUSINESS	45.00	
00000268		HOME DEPOT CREDIT SERVICES	S6073505	12/2/2021	SANTAS BREAKFAST SUPPLIES	285.43	
0010773		PARADISE POINT RESORT	512	11/1/2021	TRAINING: WELLNESS ON THE I	-76.00	
0005603		TOWN AND COUNTRY RESORT	72549829	12/6/2021	TRAINING: SWAT TEAM LEADER	908.05	
00003011		IACP	0115993	12/1/2021	MEMBERSHIP & DUES: INTERNA	190.00	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005603 TOWN AND COUNTRY RESORT	72549829-CREDIT	2/7/2022	TRAINING: STANDARDIZED FIEL	-181.61	
		00000715 PD: CALIF PEACE OFFICERS ASS	339620	12/14/2021	TRAINING: CAPITOL TO COMMU	250.00	
		0007583 USPS	069451	12/15/2021	POSTAGE STAMPS PURCHASED	232.00	
		0008041 GLOCK PROFESSIONAL, INC.	302341	12/20/2021	TRAINING: GLOCK ARMORER CC	250.00	
		0005603 TOWN AND COUNTRY RESORT	12/1/2021	12/1/2021	TRAINING: SWAT TEAM LEADER	726.44	
		0005349 TOXIC MAIN/US EPA FEES	202115697	11/23/2021	HAZARDOUS WASTE MANIFEST	175.00	
		00000268 HOME DEPOT CREDIT SERVICES	WP21383621	12/9/2021	FITNESS CENTER EQUIPMENT	80.85	
		0013327 UNITED VOLLEYBALL SUPPLY, LL	247048	12/21/2021	PORTABLE YOUTH SPORTS VOL	585.63	
		0005295 WALMART	017330	11/22/2021	SANTAS BREAKFAST SUPPLIES	240.98	
		0005292 TARGET	041658	11/23/2021	SANTAS BREAKFAST SUPPLIES	100.00	
		0005291 PARTY CITY	099373	11/23/2021	SANTAS BREAKFAST SUPPLIES	33.15	
		0005291 PARTY CITY	1ZY851903720654	11/25/2021	SANTAS BREAKFAST SUPPLIES	77.16	
		0009662 99 CENT STORE	091681	11/30/2021	SANTAS BREAKFAST SUPPLIES	52.19	
		0005291 PARTY CITY	077642	11/30/2021	SANTAS BREAKFAST SUPPLIES	47.85	
		00003963 RESOURCE BUILDING MATERIAL	16238450	11/23/2021	BASEBALL DIAMOND CHALK	555.84	
		0013328 ESCALADE SPORTS	3558061-0	12/7/2021	OUTDOOR BASKETBALL REPLA	385.85	
		00002890 GRAINGER	6531590624	12/2/2021	PLASTIC CHAIN - CITY HALL EVE	327.91	
		0005677 DEPARTMENT OF PESTICIDE RE	ISO112519	12/2/2021	STEEL ROPE STAKES - GOLF CC	302.30	
		0010878 EWING IRRIGATION PRODUCTS	18865546	12/16/2021	TURFACE QUICK DRY - BASEBA	499.46	
		0012474 THE HOME DEPOT DEPOT PRO	3750006	12/15/2021	REPLACEMENT PLANTS - PARKI	98.89	
		00004854 SMART & FINAL	084669	12/8/2021	SANTAS BREAKFAST SUPPLIES	381.83	
		00000268 HOME DEPOT CREDIT SERVICES	036682	12/9/2021	SANTAS BREAKFAST SUPPLIES	-37.85	
		00000268 HOME DEPOT CREDIT SERVICES	9074367	12/9/2021	SANTA BREAKFAST SUPPLIES	188.87	
		00000268 HOME DEPOT CREDIT SERVICES	9401047	2/7/2022	SANTA BREAKFAST SUPPLIES	175.96	
		00000692 ICE MACHINE SALES & SVC CO	0206288-IN	10/22/2021	REPAIRS TO ICE MACHINE	767.69	
		00004854 SMART & FINAL	040928	12/15/2021	STAFF MEETING AND LUNCHEO	60.34	
		0008039 WALKER DISPLAY	25727	12/16/2021	CULTURAL ARTS SUPPLIES	582.45	
		0006437 ULINE	61878575	12/15/2021	CULTURAL ARTS SUPPLIES	77.42	
		0005292 TARGET	047154	12/16/2021	YOUTH CLASS SUPPLIES	29.85	
		0005293 MICHAELS	026890	12/16/2021	YOUTH CLASS SUPPLIES	18.06	
		0005293 MICHAELS	112-8977213-7088	12/15/2021	CULTURAL CLASS SUPPLIES	254.09	
		0013326 MARTIN ALEXANDER STUDIO	000010	12/21/2021	CULTURAL CLASS SUPPLIES-DE	353.14	
		00001283 HODGE PRODUCTS, INC.	0374091	11/18/2021	CULTURAL CLASS SUPPLIES-DE	941.56	
		0005347 AMAZON.COM	114-0239420-8274	12/13/2021	WESTERN DIGITAL 2TB RED SSI	793.77	
		0005347 AMAZON.COM	114-6364918-1357	12/16/2021	DELL PERC H730 RAID CONTRO	420.12	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0012892 NTLREST SERVS SAFE	16N7106075	11/23/2021	TRAINING: SERVS SAFE FOOD HA	15.00	
		00004821 S & J SUPPLY COMPANY, INC.	S100184527	12/6/2021	IRRIGATION REPAIR PARTS - HO	997.82	
		00004821 S & J SUPPLY COMPANY, INC.	S100184667.002	12/10/2021	IRRIGATION REPAIR PARTS - HO	828.76	
		0013323 PEREIRAS CANDY WAREHOUSE 47		12/9/2021	SANTAS BREAKFAST SUPPLIES	298.50	31,248.87
95616	2/22/2022	0013281 60TH PLACE SOLUTIONS INC	1039	11/15/2021	BADGE STICKERS	529.64	529.64
		Voucher: 95616					
95617	2/22/2022	00000688 AARDVARK	PIN13904	1/28/2022	PROJECT 7 BALLISTIC ENTRY VI	13,297.79	13,297.79
		Voucher: 95617					
95618	2/22/2022	00003502 ABC BATTERY INC.	07671	1/19/2022	58-17V & 65-12V- BATTERIES	451.14	
		Voucher: 95618	07684	1/19/2022	OPTIMA YELLOW CAP	433.82	884.96
95619	2/22/2022	00001467 ADMINISTRATIVE SERV. CO-OP	123115	12/31/2021	DEC 2021: SERVICES FOR DIAL-	36,441.66	36,441.66
		Voucher: 95619					
95620	2/22/2022	00003971 ADMINSURE INC.	14822	1/15/2022	FEB 2022: WORKERS COMP CLA	9,409.00	9,409.00
		Voucher: 95620					
95621	2/22/2022	00004372 AIRGAS USA, LLC	9121758784	1/19/2022	CARBON DIOXIDE FOR POOL	186.07	
		Voucher: 95621	9121277392	1/5/2022	CARBON DIOXIDE FOR POOL	249.90	
			9121649462	1/14/2022	CARBON DIOXIDE FOR POOL	267.48	703.45
95622	2/22/2022	0007802 AIS SPECIALTY PRODUCTS, INC	PSI420344	10/29/2021	GRAFFITI REMOVER FOR GRAFI	807.01	
		Voucher: 95622	PSI1418456	10/18/2021	SHOP PLUMBING CHEMICALS	1,997.20	2,804.21
95623	2/22/2022	0011325 ALAN'S LAWN & GARDEN CENTE	1073020	1/28/2022	REPLACEMENT PARTS	105.59	105.59
		Voucher: 95623					
95624	2/22/2022	00000185 ALL CITY MANAGEMENT SERVICE	73951	12/15/2021	11/28/21-12/11/21: SCHOOL CRO	24,162.10	
		Voucher: 95624	74209	12/28/2021	12/12/21-12/25/21: SCHOOL CRO	12,030.72	36,192.82
95625	2/22/2022	00000706 ALTEC INDUSTRIES, INC.	50897420	12/16/2021	ALTEC TO REPAIR HYDRAULIC E	7,030.78	7,030.78
		Voucher: 95625					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
95626	2/22/2022	00003399 ALVARADOSMITH	364746	1/31/2022	THRU 1/31/21 COSG, ET AL. ADV	50.00	
	Voucher:	95626	364752	1/31/2022	THRU 1/31/22 COSG ADV EVELIA	975.00	
			364753	1/31/2022	THUR COSG ET AL ADV. SAMI AN	1,775.00	
			364731	1/31/2022	THRU:01/31/22 RE: COSG ADV LL	75.00	
			364732	1/31/2021	THRU 01/31/22 COSG V LUCILA M	800.00	
			364734	1/31/2022	THRU 01/31/22 COSG ADV ERICH	50.00	
			364735	1/31/2022	THRU 01/31/22 CODSG ADV SILV	375.00	
			364736	1/31/2022	THRU 9/30/21 COSG RE GOALS :	467.50	
			364738	1/31/2022	THRU 9/31/22 COSG ADV LAYTOI	9,548.10	
			364739	1/31/2022	THRU 01/31/22 COSG ADV. RODC	250.00	
			364740	1/31/2022	THRU 01/31/22 COSG ADV SG IN	8,002.50	
			364741	1/31/2022	THRU 01/31/22 COSG ADV NALLE	1,100.00	
			364742	1/31/2022	THRU 01/31/22 COSG ADV GABR	4,100.00	
			364743	1/31/2022	THRU 01/31/22 COSG ADV MARC	325.00	
			364745	1/31/2022	THRU 01/31/22 COSG ADV MARI/	600.00	
			364747	1/31/2022	THRU 1/31/22 COSG, ET AL. ADV	3,400.00	
			364748	1/31/2022	THRU 01/31/22 COSG, ET AL. AD	5,763.15	
			364749	1/31/2022	THRU 01/31/22 CODSG ADV GLO	500.00	
			364750	1/31/2022	THRU 01/31/22 COSG ADV AALIY.	2,300.00	
			364722	1/31/2022	THRU 1/31/22 COMMUNITY DEVE	7,947.50	
			364723	1/31/2022	THRU 1/31/22 COSG REGARDINC	12,017.50	
			364724	1/31/2022	THRU 1/31/22 COSG ADV ROBLE	14,500.00	
			364721	1/31/2022	THRU 1/31/22 EMPLOYMENT MA	192.50	
			364751	1/31/2022	THRU 1/31/22 COSG ET EL ADV P	2,075.00	
			364755	1/31/2022	THRU 1/31/22 TUESDAYS, AGENI	14,800.00	
			364720	1/31/2022	THRU 01/31/22 GENERAL PROJE	1,265.00	
			364754	1/31/2022	THRU 01/31/22 ATTEND SPECIAL	1,755.00	
			364729	1/31/2022	THUR 01/31/22 AEGUELLO V CO:	125.00	
			364727	1/31/2022	THRU 01/31/22 RE COSG ADV AN	14,800.00	
			364730	1/31/2022	THRU 01/31/22 COSG ADV JAH H	4,873.50	
			364744	1/31/2022	THRU 1/31/22 COSG ADV DEBRA	575.00	115,382.25
95627	2/22/2022	00000018 AMERICAN RENTAL INC.	490917	11/17/2021	CONCRETE TRAILER RENTAL	207.60	
	Voucher:	95627	493860	1/11/2022	RENTAL OF LIFT TO REPAIR POC	466.13	673.73
95628	2/22/2022	00004309 AMERIFLEX	INV480332	1/28/2022	JAN 2022: FSA ADMIN FEE FOR :	190.75	
	Voucher:	95628	INV475773	1/26/2022	ANNUAL RENEWAL FEE	180.00	370.75



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
95629	2/22/2022	0011156	APPLIED CONCEPTS, INC.	393623	11/15/2021	STALKER SAM TRAILER - TRAFF	9,671.65	9,671.65
		Voucher: 95629						
95630	2/22/2022	0007290	APW KNOX-SEEMAN	17215226	1/7/2022	QUICK STRUT ASSY	379.70	
		Voucher: 95630		17229338	1/12/2022	MINTATURE LAMP FUEL FILTER	45.27	
				17229496	1/13/2022	FUEL FILTER	13.27	
				17252974	1/20/2022	CONTROL ARM	209.59	
				17267128	1/25/2022	QUICK STRUT SASSY	413.37	
				17267152	1/25/2022	REFLEX TRUCK SHOCK	120.59	
				17284483	1/31/2022	TRANS MOUNT D/S CENTER SUI	65.43	
				17284501	1/31/2022	SWAY BAR LINK	14.93	
				829502		CREDIT: RETURNED PART, INVO	-387.87	874.28
95631	2/22/2022	00003692	AT&T MOBILITY	287288333867X12	12/2/2021	11/3/21-12/2/21: MDCS DATA CAR	1,653.00	1,653.00
		Voucher: 95631						
95632	2/22/2022	0010585	AUTOZONE STORES, INC.	5488633289	1/18/2022	447 LUCAS OIL	57.37	
		Voucher: 95632		5488639604	1/24/2022	DOOR LOCK	3.99	61.36
95633	2/22/2022	0011929	BENNETT-BOWEN & LIGHTHOUS	3015245	11/29/2021	661 647 LED HIDE A WAY AMBER	633.48	633.48
		Voucher: 95633						
95634	2/22/2022	0013224	BEST ENVIRONMENTAL SUBSURCOSG	012122	1/21/2022	ENGNIERING REPORT WELL #1	6,500.00	6,500.00
		Voucher: 95634						
95635	2/22/2022	0012978	BET TZEDEK	JAN-MAR 2021	1/4/2022	FY 20/21, APR-JUN 2021: LEGAL	12,385.21	
		Voucher: 95635		APR-JUN 2021	1/4/2022	FY 20/21, APR-JUN 2021: LEGAL	1,333.30	13,718.51
95636	2/22/2022	0008396	BLUE DIAMOND MATERIALS	2580836	1/17/2022	COLD MIX CONCRETE	358.86	358.86
		Voucher: 95636						
95637	2/22/2022	00001489	BRAKE-CO	829922	1/20/2022	30 MUDD FLAPS MUDD FLAP BR	165.51	165.51
		Voucher: 95637						
95638	2/22/2022	0009570	CALIFORNIA CIRCUIT BREAKERS	105358	12/20/2021	GIRL CLUB HOUSE DOOR PROJ	132.30	132.30
		Voucher: 95638						
95639	2/22/2022	0011469	CALIFORNIA DENTAL NETWORK, DEC 2021		11/20/2021	DEC 2021: ADJ FOR MISC & SWC	296.26	296.26
		Voucher: 95639						
95640	2/22/2022	0011873	CALIFORNIA DEPARTMENT OF T/014-001624-CY20		1/27/2021	USE TAX CALENDAR YR 2021 (0	1,510.00	1,510.00
		Voucher: 95640						
95641	2/22/2022	00000759	CALIFORNIA FRAME & AXLE	66968	1/18/2022	UNIT 162 - FRONT WHEEL ALIGN	55.00	55.00
		Voucher: 95641						
95642	2/22/2022	00004433	CARPENTER, ROTHANS & DUMO	40180	1/15/2022	12/31/21 RE: CANIZALES, DANIEI	1,012.34	1,012.34
		Voucher: 95642						

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95643	2/22/2022	00003548 CDCE,INC	139407-A	12/28/2021	MDC'S FOR NEW PD AUTO FLEE	3,931.52	
	Voucher:	95643	139417	12/30/2021	TEN PANASONIC MDC TOUGHB	8,296.50	12,228.02
95644	2/22/2022	0006239 CENTRAL FORD	383882	1/11/2022	128 THROTTLE NODY AND GASK	79.86	
	Voucher:	95644	384257	1/18/2022	155 COOLANT BOTTLE AND ANT	230.59	
			384372	1/20/2022	SPARKS 18	107.16	
			384253	1/18/2022	450 177 FILTERS KITS	35.85	
			384410	1/20/2022	TANK A CAPS	141.20	
			384405	1/20/2022	CORE C POWER OIL	1,253.47	
			384577	1/25/2022	FLOOR MATS	131.20	
			384585	1/25/2022	TANK A	124.49	
			384657	1/26/2022	AUTO PARTS	22.65	
			384675	1/26/2022	AUTO PARTS	95.26	
			384743	1/27/2022	AUTO PARTS	375.27	2,597.00
95645	2/22/2022	0005839 CHAMPION CHRYSLER JEEP DOI650265		1/12/2022	167 VALVE LINEAR SEAL VAPOR	88.40	88.40
	Voucher:	95645					
95646	2/22/2022	0011708 CLIENTFIRST TECHNOLOGY	13224	11/30/2021	NOV 2021: ENTERPRISE RESOU	951.25	
	Voucher:	95646	13286	12/31/2021	DEC 2021: IT PROJECT MANAGE	8,245.00	9,196.25
95647	2/22/2022	00005141 CMRTA	2136	12/1/2021	MEMBERSHIP RENEWAL (THRU	150.00	150.00
	Voucher:	95647					
95648	2/22/2022	0013322 COLUMBIA CAPITAL MANAGEME1221000001		2/4/2022	DEC 2021 & JAN 2022: FINANCIA	3,982.50	3,982.50
	Voucher:	95648					
95649	2/22/2022	0012868 COMPATIOR, INC	112022	1/24/2022	NOV 2021: FREE MENTAL HEALT	15,841.43	
	Voucher:	95649	OCT 2021	12/14/2021	OCT 2021: FREE MENTAL HEALT	15,469.83	31,311.26
95650	2/22/2022	0011922 CONCENTRA MEDICAL CENTERS73977655		1/5/2022	12/29/21-1/2/22: DUI BLOOD DRA	268.00	
	Voucher:	95650	74047919	1/12/2022	1/7/22: DUI BLOOD DRAW	56.00	
			74048099	1/12/2022	1/5-7/22: PROVIDE MEDICAL SEF	615.00	
			73852583	12/22/2021	12/16-18/2021: DUI BLOOD DRAV	135.00	
			73915693	12/29/2021	12/25-27/2021: DUI BLOOD DRAV	208.00	
			74121735	1/19/2022	1/14/22-1/18/22: DUI BLOOD DRA	429.00	
			74186129	1/26/2022	1/20/22-1/23/22: DUI BLOOD DRA	232.00	1,943.00
95651	2/22/2022	0011159 CONSERVATION CORPS OF	NOV 2021	1/13/2022	Q2 FY 21/22: YOUTH EMPLOYME	9,645.35	
	Voucher:	95651	JULY 2021	1/13/2022	Q1 FY 21/22: YOUTH EMPLOYME	17,910.05	
			AUG 2021	1/13/2022	Q1 FY 21/22: YOUTH EMPLOYME	19,568.21	
			SEP 2021	1/13/2022	Q1 FY 21/22: YOUTH EMPLOYME	14,483.74	
			OCT 2021	1/13/2022	Q2 FY 21/22: YOUTH EMPLOYME	13,392.65	75,000.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
95652	2/22/2022	0012362	CROSSROADS SOFTWARE, INC. 7064	1/25/2022	CROSSROADS INTERFACE SOF	24,800.00	24,800.00
		Voucher: 95652					
95653	2/22/2022	00001423	DAILY JOURNAL CORPORATION B3541932	1/6/2022	ORDANCE PUBLICATION: STATE	310.00	
		Voucher: 95653	B3547309	1/21/2022	NOTICE OF HEARING: PLANNING	265.00	575.00
95654	2/22/2022	00000314	DAPEER ROSENBLIT & LITVAK LI19786	12/31/2022	DEC 2021 - (ANIMAL CONTROL/P	1,155.00	1,155.00
		Voucher: 95654					
95655	2/22/2022	00001565	DEPT OF JUSTICE-(DOJ) CENTR/556001	1/9/2022	DEC 2021 FINGERPRINT APPS-C	484.00	484.00
		Voucher: 95655					
95656	2/22/2022	00001597	DFM ASSOCIATES 2022	1/20/2022	2022 CALIFORNIA ELECTIONS C	64.35	64.35
		Voucher: 95656					
95657	2/22/2022	0013376	DOMAR PRECISION, INC Ref000296235	1/31/2022	UB REFUND CST #00057369 - 30	124.35	124.35
		Voucher: 95657					
95658	2/22/2022	00003777	DON MILLER & SONS PLUMBING 354417	12/17/2021	DELTA - PLUMBING	459.88	459.88
		Voucher: 95658					
95659	2/22/2022	00001782	EBERHARD EQUIPMENT 95808	12/17/2021	EX FILTER PARK YARD MOWER	125.66	
		Voucher: 95659	95747	12/13/2021	FREIGHTN SHIP DIRECT	133.47	259.13
95660	2/22/2022	00001788	ECONOLITE SYSTEMS, INC. INV208188	1/10/2022	FLASHER 15 AMP	752.35	
		Voucher: 95660	INV207731	12/15/2021	AIR FILTER	1,057.09	1,809.44
95661	2/22/2022	00004129	EMERGENCY RESPONSE CRIME T2021-534	12/25/2021	CLEAN AND SANITIZE PD STATIC	1,700.00	1,700.00
		Voucher: 95661					
95662	2/22/2022	0012309	EMP: TANG, KENNETH 177634	2/3/2022	REIMBURSEMENT FOR CERTIFI	399.99	399.99
		Voucher: 95662					
95663	2/22/2022	00001917	ENTENMANN - ROVIN CO. 0163249-IN	1/10/2022	BADGES REPAIR/REFINISH/REPI	67.48	
		Voucher: 95663	0163462-IN	1/20/2022	BADGES REPAIR/REFINISH/REPI	113.78	181.26
95664	2/22/2022	00001988	FAIR HOUSING FOUNDATION DEC 2021	6/8/2021	DEC 2021: CDBG FAIR HOUSING	2,391.19	2,391.19
		Voucher: 95664					
95665	2/22/2022	00000619	FALCON FUELS, INC. 41833	12/2/2021	DYED DIESEL & SALES TAX.	2,259.81	
		Voucher: 95665	43083	1/18/2022	REGULAR UNLEADED FUEL & S/	5,694.44	
			41866	12/2/2021	REGULAR UNLEADED FUEL & S/	10,572.14	
			43198	1/20/2022	REGULAR UNLEADED FUEL & S/	36,314.35	54,840.74
95666	2/22/2022	0005869	FERGUSON WATERWORKS 0785699	1/19/2022	RESTOCK WATER REPAIR PART:	2,598.09	2,598.09
		Voucher: 95666					

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95667	2/22/2022	00003770	FLEMING ENVIRONMENTAL INC.	18203	1/14/2022	VST HOSE WITH VENTURI LABO	825.92
	Voucher:	95667		18213	1/20/2022	ANNUAL VAPOR TESTING	1,075.00
				18164	1/7/2022	SERVICE CALL L-3 ARM REMOVE	180.00
				18212	1/20/2022	VAPOR RECOVERY TESTING SA	1,961.86
				18191	1/14/2022	INSPECTIONS	540.00
				18090	12/16/2021	REPLACE HOSE PUMP	563.95
				18096	12/17/2021	CERS UPDATES AND ASSISTANT	375.00
							5,521.73
95668	2/22/2022	0010237	FRONTIER COMMUNICATIONS	562-197-1130-010	1/5/2022	01/5/2022-02/04/2022 DEDICATEL	559.05
	Voucher:	95668					559.05
95669	2/22/2022	0005303	FULLER ENGINEERING INC	145563	1/13/2022	ACID FOR POOL	855.78
	Voucher:	95669					855.78
95670	2/22/2022	00004934	GAS COMPANY	189 300 9500 7 JA	1/21/2022	BILLING PRD- 12/17/21 01/19/22	2,103.23
	Voucher:	95670		083 407 6536 4 01	1/26/2022	BILLING PRD- 12/22/21 -01/24/22	20.14
				049 200 7902 9 01	1/19/2022	BILLING PRD- 12/15/21 -01/14/22	663.12
				094 300 7500 3 01	1/20/2022	BILLING PRD-12/16/21 -01/18/22	890.66
							3,677.15
95671	2/22/2022	0013185	GILMAN CONSTRUCTION MEDIA 2008		12/31/2021	PROVIDE GCMEDIA 4K CONSTR	339.00
	Voucher:	95671					339.00
95672	2/22/2022	00004869	GOLDEN STATE WATER COMPAN73744100006 01/2		1/25/2022	BILLING PRD- 12/02/21 - 01/04/22	81.26
	Voucher:	95672					81.26
95673	2/22/2022	0008789	GONZALEZ, VIOLETA ORQUIDIA 480		1/6/2022	10/1/21-12/31/21, Q2: FAMILY VIO	1,120.00
	Voucher:	95673					1,120.00
95674	2/22/2022	0013098	GREEN'S DRY CLEANING & LAUN531448		12/31/2021	DEC 2021 JAIL CLEANING OF BL	1,005.60
	Voucher:	95674					1,005.60
95675	2/22/2022	0013070	GRIFFIN STRUCTURES, INC.	GSI-SGOU-07	12/31/2021	CONSTRUCTION MANAGEMENT	52,224.85
	Voucher:	95675					52,224.85
95676	2/22/2022	0013332	GROVER, LAURA	SG-21-01R	12/11/2021	FIRST OF TWO PAYMENTS: PR C	1,500.00
	Voucher:	95676		SG-22-02	1/26/2022	SECOND OF TWO PAYMENTS: PI	1,500.00
							3,000.00
95677	2/22/2022	0011526	HASA, INC.	794481	1/6/2022	MULTI-CHLOR	374.54
	Voucher:	95677		792340	12/16/2021	MULTI-CHLOR	375.27
				792341	2/1/2022	MULTI-CHLOR	1,330.61
				794479	1/6/2022	MULTI-CHLOR	796.72
				794482	1/6/2022	MULTI-CHLOR	504.32
							3,381.46
95678	2/22/2022	0008788	HELPLINE YOUTH COUNSELING	AUG 2021	12/16/2021	AUG 2021: RENTAL & UTILITY AS	134.35
	Voucher:	95678		SEP 2021	12/16/2021	SEP 2021: RENTAL & UTILITY AS	7,628.68
				JULY 2021	12/16/2021	JULY 2021: RENTAL & UTILITY A	5,637.61
							13,400.64

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95679	2/22/2022	0012871 HF&H CONSULTANTS, LLC	9718814	12/17/2021	NOV 2021: COMPETITIVE PROCU	5,701.25	5,701.25
		Voucher: 95679					
95680	2/22/2022	00000268 HOME DEPOT CREDIT SERVICESH6627-272241		12/10/2021	VARIOUS SUPPLIES FOR CIVIC (	752.26	
		Voucher: 95680	6370997	1/21/2022	REPLACE CEILING TILES IN AUD	10.59	
			6370995	1/21/2022	WORK ORDER 819941 MATERIAL	169.88	
			9360873	1/18/2022	MATERIALS FOR EMERGENCY E	22.97	
			2340068	2/1/2022	PURCHASE FOR POOL AND FOL	257.27	
			2340067	1/5/2022	PURCHASE FOR PAINT AND MAT	985.60	
			3360894	1/24/2022	BALL DAIMOND LIGHTING REPAI	243.02	
			3340140	1/24/2022	LADDER - PARK YARD	224.65	
			4340093	1/13/2022	SERVICE REPAIR - ELECTRICAL	237.30	
			3360895	1/24/2022	AUDITORIUM -A/C UNIT	802.97	
			8350233	1/19/2022	HOLLYDALE - SUPPLIES	160.83	
			6370996	1/21/2022	GRAFFITI COLOR MATCH	100.96	
			8360878	1/19/2022	PAINT AND MATERIALS FOR, EX	200.01	4,168.31
95681	2/22/2022	00000647 HONEYWELL INTERNATIONAL IN5258022888		10/30/2021	AMEND #1 TO CONTRACT 3444 (	3,047.21	3,047.21
		Voucher: 95681					
95682	2/22/2022	0006153 HUMAN SERVICES ASSOCIATIONOCT 2021		2/1/2022	OCT 2021 OPERATE A NUTRITIO	1,250.00	
		Voucher: 95682	NOV 2021	12/10/2021	NOV 2021 OPERATE A NUTRITIK	1,250.00	
			DEC 2021	1/13/2022	DEC 2021 OPERATE A NUTRITIO	1,250.00	3,750.00
95683	2/22/2022	0008392 IMMIX TECHNOLOGY, INC	158323	12/17/2021	WORKFORCE TELESTAFF UPGR	90.00	90.00
		Voucher: 95683					
95684	2/22/2022	0013036 J.A. SALAZAR CONSTRUCTION &407-5-R		12/6/2021	RELEASE OF RETENTION - REF	66,279.45	
		Voucher: 95684	407-4	12/6/2021	THRU 12/6/21: CONSTRUCTION (	516,504.55	582,784.00
95685	2/22/2022	0009455 JMD	001 (21-213)	11/16/2021	ENGINEERING SERVICES FOR T	3,000.00	3,000.00
		Voucher: 95685					
95686	2/22/2022	0005586 JOE A. GONSALVES & SONS	159600	1/19/2022	FEB 2022 STATE LOBBYIST SER	2,500.00	2,500.00
		Voucher: 95686					
95687	2/22/2022	00000430 JOHN L. HUNTER AND ASSOCIATSG1SLTS12112		1/19/2022	DEC 2021: PROFESSIONAL CON:	542.50	
		Voucher: 95687	SG1MS412111	12/31/2021	NOV 2021: MANAGEMENT SERVI	12,195.28	
			SG1MS412110	12/31/2021	OCT 2021: MANAGEMENT SERVI	8,223.75	20,961.53
95688	2/22/2022	0011585 JOHNSON CONTROLS FIRE	88404729	12/30/2021	JOHNSON CONTROLS TO PERF	18,437.64	18,437.64
		Voucher: 95688					
95689	2/22/2022	0012510 KILEY & ASSOCIATES, LLC	SG220131	1/31/2022	JAN 2022 FEDERAL LEGISLATIVE	3,333.33	3,333.33
		Voucher: 95689					



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95690	2/22/2022	0013138 KIMBALL MIDWEST	9533111	1/13/2022	MULTIPLE DRILL BITS SCREW C.	496.80	496.80
		Voucher: 95690					
95691	2/22/2022	00003387 KNORR SYSTEMS, INC.	SI235982	12/31/2021	KNORR SYSTEMS FY 21/22 ANNI	2,094.71	
		Voucher: 95691	SI235994	12/31/2021	KNORR SYSTEMS FY 21/22 ANNI	5,795.17	
			SI232307	7/30/2021	PARTS FOR POOL	76.55	7,966.43
95692	2/22/2022	0007294 KOA CORPORATION	JC16058-3	12/27/2021	11/29/21-12/26/21: CONSTRUCTIC	1,410.00	
		Voucher: 95692	JC16058-1	11/1/2021	9/27/21-10/31/21: CONSTRUCTIO	4,050.00	5,460.00
95693	2/22/2022	0008150 L.N. CURTIS & SONS	INV560409	1/14/2022	UNIFORM FOR CSO R.RODRIGU	384.78	384.78
		Voucher: 95693					
95694	2/22/2022	0006905 LA COUNTY SHERIFF'S DEPARTM	221046SG	11/16/2021	OCT 2021 FOOD FOR THE JAIL	561.80	
		Voucher: 95694	221685SG	1/12/2022	DEC 2021 FOOD FOR THE JAIL	691.45	1,253.25
95695	2/22/2022	0012590 LA TRUCK & AUTO INC, NAPA AU	5156-218320	1/20/2022	TAP DIE GW LRG	241.45	
		Voucher: 95695	5156-217443	1/11/2022	OIL COOLER HEATER HOSE	183.38	
			5156-217421	1/11/2022	IGNITION COIL	30.86	
			5156-217338	1/10/2022	DEF REFRACTOMETER	41.88	
			5156-218323	1/20/2022	BLUE THREADLOCKER	64.56	
			5156-218657	1/24/2022	TRANSMISSION MOUNT	16.91	579.04
95696	2/22/2022	00003730 LEAGUE OF CALIFORNIA CITIES	641412	2/7/2022	2022: MEMBERSHIP DUES FOR (	25,586.00	25,586.00
		Voucher: 95696					
95697	2/22/2022	00004292 LEVERAGE INFORMATION SYSTE	2132939	10/8/2022	10/20/20-01/6/21 TIME AND MATE	2,637.68	2,637.68
		Voucher: 95697					
95698	2/22/2022	00003754 LIEBERT CASSIDY WHITMORE	211406	12/31/2021	12/31/2021 PROFESSIONAL SER	2,023.50	
		Voucher: 95698	211407	12/31/2021	12/31/2021 PROFESSIONAL SER	252.00	2,275.50
95699	2/22/2022	00004384 LIEN ON ME, INC.	10332975	1/19/2021	MEDICAL REVIEW FOR D BONE	185.16	
		Voucher: 95699	10332982	1/20/2021	MEDICAL REVIEW FOR J TAPIA	152.26	
			10332981	1/20/2022	MEDICAL REVIEW FOR J TORRE	135.71	
			10332974	1/19/2022	MEDICAL REVIEW FOR A. QUINT	493.50	
			10333024	1/26/2022	H. RIVERA CLAIM #010722RV	308.45	1,275.08
95700	2/22/2022	00003773 LINCOLN AQUATICS	29975987	1/21/2022	SWIM STADIUM SUPPLIES	280.72	
		Voucher: 95700	29944754	12/8/2021	AQUATICS - SUPPLIES	332.57	
			D8760963	12/14/2021	AQUATICS - SUPPLIES	131.55	744.84
95701	2/22/2022	00000488 LINDE GAS & EQUIPMENT INC.	67896346	12/22/2021	RENT / INDUSTRIAL ACETYLENE	111.70	111.70
		Voucher: 95701					
95702	2/22/2022	0013343 LITTLEJOHN COMMUNICATIONS,	01/042022	2/1/2022	DEC 2021 SERVICE FOR INMATE	100.00	
		Voucher: 95702	12012021	12/1/2021	NOV 2021 SERVICE FOR INMATE	100.00	200.00

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95703	2/22/2022	0011433	MARK THOMAS & COMPANY, INC42415	1/13/2022	JAN 2 2022 DESIGN SERVICE FC	16,478.90	
		Voucher: 95703	42328	12/21/2021	THRU 11/28/21: DESIGN SERVICE	7,042.17	23,521.07
95704	2/22/2022	00004060	MCMaster-CARR SUPPLY CO 71459276	1/19/2022	CARBON STEEL TAP DRILL BIT S	122.26	
		Voucher: 95704	71090779	1/12/2022	GRAFFITI RAIN GEAR	60.98	
			7154631	12/31/2021	WHEEL BEARING RIBBED GRIP	41.19	224.43
95705	2/22/2022	0013375	MENDOZA, JORGE Ref000296234	1/31/2022	UB REFUND CST #00050823 -102	80.99	80.99
		Voucher: 95705					
95706	2/22/2022	00000170	MISC - PKS & REC REFUND 255876	1/27/2022	REFUND: DEPOSIT AFTER EVEN	277.00	277.00
		Voucher: 95706					
95707	2/22/2022	00000170	MISC - PKS & REC REFUND 259129	1/27/2022	REFUND: SENIOR TRIP CANCEL	200.00	200.00
		Voucher: 95707					
95708	2/22/2022	00000170	MISC - PKS & REC REFUND 258457	2/1/2022	CLASS CANCELED LOW ENROLI	75.00	75.00
		Voucher: 95708					
95709	2/22/2022	00000170	MISC - PKS & REC REFUND 13327	1/27/2022	REFUND: GUITAR CLASS CANCE	60.00	60.00
		Voucher: 95709					
95710	2/22/2022	00000170	MISC - PKS & REC REFUND 13323	2/1/2022	CLASS CANCELED LOW ENROLI	55.00	55.00
		Voucher: 95710					
95711	2/22/2022	00000170	MISC - PKS & REC REFUND 231241	2/2/2022	REFUND: PIANO CLASS CANCEL	55.00	55.00
		Voucher: 95711					
95712	2/22/2022	00000170	MISC - PKS & REC REFUND 258764	2/1/2022	CLASS CANCELED LOW ENROLI	45.00	45.00
		Voucher: 95712					
95713	2/22/2022	00000170	MISC - PKS & REC REFUND 13332	2/1/2022	CLASS CANCELED LOW ENROLI	45.00	45.00
		Voucher: 95713					
95714	2/22/2022	00000170	MISC - PKS & REC REFUND 259101	2/1/2022	CLASS CANCELED LOW ENROLI	45.00	45.00
		Voucher: 95714					
95715	2/22/2022	00000170	MISC - PKS & REC REFUND 262950	2/1/2022	CLASS CANCELED LOW ENROLI	45.00	45.00
		Voucher: 95715					
95716	2/22/2022	00000170	MISC - PKS & REC REFUND 259117	1/19/2022	REFUND: SENIOR TRIP CANCEL	40.00	40.00
		Voucher: 95716					
95717	2/22/2022	00000170	MISC - PKS & REC REFUND 259992	1/19/2022	REFUND: SENIOR TRIP CANCEL	40.00	40.00
		Voucher: 95717					
95718	2/22/2022	00000170	MISC - PKS & REC REFUND 259081	1/19/2022	REFUND: SENIOR TRIP CANCEL	40.00	40.00
		Voucher: 95718					
95719	2/22/2022	00000170	MISC - PKS & REC REFUND 259180	1/19/2022	REFUND: SENIOR TRIP CANCEL	40.00	40.00
		Voucher: 95719					

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95720	2/22/2022	00000170	MISC - PKS & REC REFUND	259116	1/19/2022	REFUND: SENIOR TRIP CANCEL	40.00	40.00
		Voucher: 95720						
95721	2/22/2022	00000170	MISC - PKS & REC REFUND	259988	1/19/2022	REFUND: SENIOR TRIP CANCEL	40.00	40.00
		Voucher: 95721						
95722	2/22/2022	00000170	MISC - PKS & REC REFUND	259111	1/19/2022	REFUND: SENIOR TRIP CANCEL	40.00	40.00
		Voucher: 95722						
95723	2/22/2022	00000170	MISC - PKS & REC REFUND	259191	1/19/2022	REFUND: SENIOR TRIP CANCEL	40.00	40.00
		Voucher: 95723						
95724	2/22/2022	00000170	MISC - PKS & REC REFUND	261130	1/19/2022	REFUND: SENIOR TRIP CANCEL	20.00	20.00
		Voucher: 95724						
95725	2/22/2022	00000170	MISC - PKS & REC REFUND	259181	1/19/2022	REFUND: SENIOR TRIP CANCEL	20.00	20.00
		Voucher: 95725						
95726	2/22/2022	00000170	MISC - PKS & REC REFUND	260457	1/18/2022	REFUND: SENIOR TRIP CANCEL	20.00	20.00
		Voucher: 95726						
95727	2/22/2022	00000170	MISC - PKS & REC REFUND	259461	1/18/2022	REFUND: SENIOR TRIP CANCEL	20.00	20.00
		Voucher: 95727						
95728	2/22/2022	00000170	MISC - PKS & REC REFUND	259108	1/18/2022	REFUND: SENIOR TRIP CANCEL	20.00	20.00
		Voucher: 95728						
95729	2/22/2022	00000170	MISC - PKS & REC REFUND	260285	1/19/2022	REFUND: SENIOR TRIP CANCEL	20.00	20.00
		Voucher: 95729						
95730	2/22/2022	00000170	MISC - PKS & REC REFUND	259073	1/19/2022	REFUND: SENIOR TRIP CANCEL	20.00	20.00
		Voucher: 95730						
95731	2/22/2022	00000170	MISC - PKS & REC REFUND	259085	1/22/2022	REFUND: SENIOR TRIP CANCEL	20.00	20.00
		Voucher: 95731						
95732	2/22/2022	00003458	MISC - PUBLIC WORKS	601758	1/25/2022	PLAN FOR 4651 FIRESTONE BLV	870.00	870.00
		Voucher: 95732						
95733	2/22/2022	00004620	MUTUAL PROPANE	569263	12/14/2021	PROPANE GAS AND COMPLIANC	939.27	939.27
		Voucher: 95733						
95734	2/22/2022	0009426	MV CHENG & ASSOCIATES, INC.	1/31/2022B	2/5/2022	JAN 2022: PROFESSIONAL SERV	10,710.00	
		Voucher: 95734		1/31/2022C	2/5/2022	JAN 2022: PROFESSIONAL SERV	4,965.00	
				1/31/2022A	2/5/2022	JAN 2022: PROFESSIONAL SERV	5,582.50	
				1/31/2022D	2/5/2022	JAN 2022: PROFESSIONAL SERV	2,240.00	23,497.50
95735	2/22/2022	00004969	NATIONAL READY MIXED CONCR	806338	1/10/2022	READY MIX CONCRETE FOR 521	466.23	466.23
		Voucher: 95735						

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95736	2/22/2022	0012515	NATIONAL TESTING NETWORK, I19694	1/18/2022	JAN 2022- JAN 2023 ANNUAL NTI	500.00	500.00
		Voucher: 95736					
95737	2/22/2022	0009990	NATURE'S SELECT PET FOOD 4541	12/27/2021	DOG FOOD MENDEZ/OTIS (12/27	108.10	108.10
		Voucher: 95737					
95738	2/22/2022	0013377	NAVA, ELIZABETH Ref000296236	1/31/2022	UB REFUND CST #00064395 - 10	130.96	130.96
		Voucher: 95738					
95739	2/22/2022	0006698	NEOGOV INV-22861	1/20/2022	10-30-21-10-29-22 SUBSCRIPTIOI	12,680.78	12,680.78
		Voucher: 95739					
95740	2/22/2022	0010683	NEW CHEF FASHION, INC. 1021805	1/14/2022	REPLACEMENT UNIFORM POLC	110.23	110.23
		Voucher: 95740					
95741	2/22/2022	00003867	NUCCIO'S NURSERIES INC. 2-1-22	2/1/2022	PURCHASE OF AZALEA PLANTS	492.75	492.75
		Voucher: 95741					
95742	2/22/2022	0012202	NUMA NETWORKS 31289	1/4/2022	1/1/22-1/31/22 OFF-SITE BACKUF	2,000.00	2,000.00
		Voucher: 95742					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
95744	2/22/2022	00001414 OFFICE DEPOT	223076554001	1/25/2022	FOOT REST	110.23	
	Voucher:	95744	218803335001	1/13/2022	PER-INKED STAMPS & OFFICE S	63.42	
			219714579001	1/21/2022	WALL CALENDARS & OFFICE SU	246.97	
			222191734001	1/27/2022	CALENDARS	14.54	
			222192627001	1/28/2022	CANENDARS	16.74	
			222192630001	1/27/2022	OFFICE SUPPLIES	63.58	
			219735400001	1/5/2022	OFFICE SUPPLIES	70.28	
			219735400002	1/6/2022	OFFICE SUPPLIES	9.01	
			221319151001	1/13/2022	CALENDARS & OFFICE SUPPLIE	61.80	
			223039441001	1/27/2022	CALENDAR	18.95	
			224056798001	1/28/2022	TONER	126.78	
			224058941001	1/28/2022	TONER	351.66	
			221419348001	1/12/2022	TONER	478.44	
			223758897001	1/25/2022	DESK CALENDARS & OFFICE SI	34.10	
			224276514001	1/27/2022	INVENTORY PO/ HAND SANITIZE	274.72	
			223051012001	1/25/2022	BOOKENDS	30.20	
			223052970001	1/25/2022	USB FLASH DRIVES	53.12	
			223151476001	1/25/2022	OFFICE SUPPLIES	263.64	
			223157759001	1/25/2022	DISPLAY SIGN FRAME	214.30	
			223554185001	1/21/2022	OFFICE SUPPLIES	107.62	
			223719006001	1/24/2022	USB DRIVES	26.89	
			223722126001	1/21/2022	CHAIR MATS & OFFICE SUPPLIE	480.00	
			223722128001	1/20/2022	BROCHURE HOLDER	52.36	
			223887309001	1/31/2022	CHAIR MATS	473.47	
			224189976001	1/26/2022	HEATER	28.21	
			224190632001	1/26/2022	HEATER	24.24	
			221202822001	1/13/2022	CANENDAR & OFFICE SUPPLIES	500.66	
			223817764001	1/24/2022	CALENDARS & OFFICE SUPPLIE	74.58	
			220180118001	1/13/2022	CALENDARS & OFFICE SUPPLIE	103.61	
			217105393001	1/5/2022	TONER, WIPES & OFFICE SUPPL	167.86	
			221151626001	1/19/2022	OFFICE SUPPLIES	72.02	
			221151794001	1/20/2022	TISSUE	21.65	
			221397602001	1/12/2022	STOP WATCH, FIRST AID KIT & C	136.02	
			221399422001	1/12/2022	PACK OF WHISTLES	7.93	
			221399424001	1/13/2022	OFFICE SUPPLIES	13.44	



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			221003940001	1/21/2022	PENCIL SHARPNER	16.09	
			221014577001	1/21/2022	TONER	254.66	
			222093954001	1/27/2022	OFFICE SUPPLIES	56.33	
			222342055001	1/20/2022	TONER & OFFICE SUPPLIES	133.05	
			222380865001	1/20/2022	DESK CALENDARS	89.83	
			222384440001	1/20/2022	OFFICE SUPPLIES	9.47	
			223758422001	1/25/2022	WALL CLOCK	23.14	
			220801916001	1/20/2022	ERGONOMIC CHAIR FOR KARLA	485.09	
			220716816001	1/19/2022	MOUSE, FOOT RESTS, HOLDER	183.28	
			220801939001	1/20/2022	MOUSE	162.06	
			219386905001	1/4/2022	SURGE SUPRESSOR & OFFICE :	57.83	
			217957042001	1/4/2022	ELECTRIC STAPLER	179.02	
			224272020001	1/27/2022	STORAGE CART & OFFICE SUPP	217.04	6,659.93
95745	2/22/2022	0007984 O'REILLY AUTO PARTS	3063-443772	1/12/2022	F/P MOD ASM	195.83	
	Voucher:	95745	3063-444740	1/19/2022	GROUNDS - SUPPLIES	36.37	
			3063-443853	1/13/2022	MARKER LIGHT	40.04	
			3063-443902	1/13/2022	MOTOROIL	49.55	
			3063-444852	1/20/2022	GROUNDS - SUPPLIES	1.09	
			3063-445464	1/24/2022	AT FILTER	14.45	
			3063-445891	1/27/2022	U JOINT	22.91	360.24
95746	2/22/2022	00002562 PD: BERNABE, DANIEL	1-3169	1/4/2022	DEC 6-10, 2021 TRAINING SWAT	311.92	311.92
	Voucher:	95746					
95747	2/22/2022	00003335 PD: CALNENA, INC.	012022-0217-0225	1/31/2022	02/28/22-03/02/22 TRAINING 911 C	725.00	
	Voucher:	95747	012022-0217-0226	1/31/2022	02/28/2022-03/02/22 TRAINING 91	725.00	1,450.00
95748	2/22/2022	00001346 PD: CSULB RESEARCH FOUNDA	2/7-2/9/2022	1/26/2022	TRAINING: INTERNAL AFFAIRS S	397.00	397.00
	Voucher:	95748					
95749	2/22/2022	0013372 PD: GONZALEZ, RAUL	1-3170	1/4/2022	DEC 13-14, 2021 TRAINING:STAN	178.32	178.32
	Voucher:	95749					
95750	2/22/2022	0009492 PD: PETERSON, ALOYSIUS	1-3169	1/4/2022	DEC 6-10, 2021 TRAINING SWAT	182.00	182.00
	Voucher:	95750					
95751	2/22/2022	0013373 PD: VARGAS, GEORGINA	1-3170	1/4/2022	DEC 13-14, 2021 TRAINING STAN	178.32	178.32
	Voucher:	95751					
95752	2/22/2022	00002335 PITNEY BOWES	FEB 2022	2/1/2022	FEB 2022: RESERVE ACCOUNT I	2,100.00	2,100.00
	Voucher:	95752					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
95753	2/22/2022	0011257	PK: GUILMETTE, ROBERT	2021-30	12/6/2021	SOUND BATH/OPENING CEREM	75.00	
		Voucher: 95753		2021-31	12/29/2021	YOGA EVENT - CUIDATE EVENT	100.00	175.00
95754	2/22/2022	00004391	PK: PYRO SPECTACULARS, INC.	201	1/26/2022	DEPOSIT PAYMENT: AZALEZ FES	2,500.00	2,500.00
		Voucher: 95754						
95755	2/22/2022	0005405	POLLARDWATER.COM	0204213	1/3/2022	WATER MATERIAL FOR REPAIRS	278.88	
		Voucher: 95755		0203227	1/19/2022	SHUT OFF KEY FOR WATER REF	196.68	
				0206069	1/6/2022	ADAPTER FOR WATER REPAIRS	326.03	801.59
95756	2/22/2022	00000339	POSTMASTER	PRMT#2280 SPRI	1/26/2022	PERMIT#2280 TYPE PI: SPRING ;	1,000.00	1,000.00
		Voucher: 95756						
95757	2/22/2022	00003405	POWER DESIGN	41865	1/31/2022	1/31/22-1/30-23: ANNUAL PREVEI	1,450.00	1,450.00
		Voucher: 95757						
95758	2/22/2022	0009511	PRADO FAMILY SHOOTING RANG	5917	1/30/2022	1/26/2022 TRAINING:RANGE REN	400.00	400.00
		Voucher: 95758						
95759	2/22/2022	0011466	PRINCIPAL LIFE INSURANCE CO.	DEC 2021	11/28/2021	DEC 2021-ADJ FOR ACTIVE MISC	4,121.18	
		Voucher: 95759		JAN 2022	12/28/2021	JAN 2022: ADJ FOR ACTIVE SWC	3,623.19	7,744.37
95760	2/22/2022	0005368	PRINTCO DIRECT	84367	1/25/2022	PRINTS SETS FOR CAPITAL IMPI	86.00	
		Voucher: 95760		84358	1/25/2022	COMB BINDED BOOKLET	538.02	624.02
95761	2/22/2022	00000416	RAPID-O-PRINT	24519	2/16/2021	PRINT JOB - DV SEXUAL ASSALT	181.91	
		Voucher: 95761		24801	2/2/2022	ADMIN. SERVICES ENVELOPES	351.70	533.61
95762	2/22/2022	0012962	REGIONAL TAP SERVICE CENTE	16015338	12/21/2021	DEC 2021: TAP BUS PASSES	160.00	160.00
		Voucher: 95762						
95763	2/22/2022	0011545	RELX, INC.	1431080-20211130	11/30/2021	NOV 2021: MONTHLY SUBSCRIP	732.45	
		Voucher: 95763		1431080-20211031	10/31/2021	OCT 2021: MONTHLY SUBSCRIP	732.45	1,464.90
95764	2/22/2022	00004773	RET: ALMANZA, JOSEPH A	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 95764						
95765	2/22/2022	0009815	RET: AMEY, ISAAC D	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95765						
95766	2/22/2022	0008275	RET: AROCHA, FRANCIS X.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 95766						
95767	2/22/2022	00001840	RET: BLASKA, WILLIAM MIKE	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 95767						
95768	2/22/2022	00004776	RET: CARTER, LLOYD B	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 95768						
95769	2/22/2022	00000495	RET: CHAVEZ, ANTHONY A	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95769						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
95770	2/22/2022	0006505 RET: CORBET, RONALD	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 95770					
95771	2/22/2022	00004777 RET: DAY, ROBERT A	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 95771					
95772	2/22/2022	0008746 RET: DELEON, RUBEN	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95772					
95773	2/22/2022	0011326 RET: GALVAN, RAY A.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95773					
95774	2/22/2022	0013282 RET: GARCIA, VIVIAN M.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95774					
95775	2/22/2022	0006508 RET: GOMEZ, JOSEPH C.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95775					
95776	2/22/2022	0006509 RET: HAMMOND, DONNA	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95776					
95777	2/22/2022	0010881 RET: KOOPMANS, WILLIAM O.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95777					
95778	2/22/2022	0010410 RET: LEO, FRANK	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95778					
95779	2/22/2022	00003833 RET: MOOMEY, STEVEN	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	518.00	518.00
		Voucher: 95779					
95780	2/22/2022	00003798 RET: RANGEL, ARMANDO	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95780					
95781	2/22/2022	00000458 RET: SEWELL, ELAINE	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95781					
95782	2/22/2022	00000459 RET: SEWELL, KENNETH R	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 95782					
95783	2/22/2022	00004834 SECURITY SIGNAL DEVICES SYSS-01066066		1/14/2022	1/13/22: MODIFY PANEL PROGR/	139.00	
		Voucher: 95783	R-00335476	1/1/2022	01/01/22 TO 03/31/22: BURGLAR /	687.58	
			S-01066371	1/17/2022	1/17/22: REPAIR AND MAINTENAI	139.00	
			S-01065659	1/11/2022	BATTERY: NO POWER IN PANEL	651.55	1,617.13
95784	2/22/2022	00002616 SHRED-IT US JV LLC	8000692291	12/31/2021	DEC 2021: SHREDDING DOCUME	93.30	93.30
		Voucher: 95784					
95785	2/22/2022	00004857 SMITH FASTENER COMPANY	0036993	1/19/2022	SCREWS CARBON COARSE WA!	6.48	
		Voucher: 95785	0036905	1/12/2022	GRIP RANGE	82.69	89.17

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
95786	2/22/2022	0012098	SO CAL COMPTON PIPE SUPPLY 2765	1/4/2022	LINE PIPE & SERVICES LINE PAF	1,390.00	1,390.00
		Voucher: 95786					
95787	2/22/2022	0013159	SOUTH GATE TRUCK PART INC. 17178	1/25/2022	CRIMP FITTING HYDRAULIC BOE	121.11	121.11
		Voucher: 95787					
95788	2/22/2022	0012980	SPECTRUM	108308401010122 1/1/2022	JAN 2022: FIBER AC FOR PD COI	945.21	
		Voucher: 95788		116996701122121 12/21/2021	12/21/21-1/20/22: CITY FIBER CIR	1,699.00	
				116996701012122 1/21/2022	1/21/22-2/20/22: CITY FIBER CIRC	1,699.00	4,343.21
95789	2/22/2022	00004897	ST FRANCIS MEDICAL CENTER	10332974 1/19/2022	A. QUINTERO CLAIM #030221QA	1,101.93	
		Voucher: 95789		10332981 1/20/2022	J. TORRES CLAIM #111421TJ	328.19	
				10332975 1/19/2022	D. BONE CLAIM #103121BD	328.19	
				10333024 1/26/2022	H. RIVERA CLAIM #010722RV	788.01	
				10332982 1/20/2022	J. TAPIA CLAIM #102120TJ	427.08	2,973.40
95790	2/22/2022	0005394	STEVE SWAIN INVESTIGATOR	1420 1/7/2022	BACKGROUND INVESTIGATION I	1,300.00	
		Voucher: 95790		1422 12/21/2021	BACKGROUND INVESTIGATION I	350.00	1,650.00
95791	2/22/2022	00002639	STRADLING YOCCA CARLSON & 00002639	1/23/2021	12/31/2021 LONG BEACH BLVD H	2,809.50	2,809.50
		Voucher: 95791					
95792	2/22/2022	0011468	SUPERIOR VISION SERVICES, IN 580258	11/20/2021	DEC 2021 - ADJ FOR ACTIVE SW	54.39	
		Voucher: 95792		560716-OCT 2021 9/20/2021	OCT 2021: ADJ FOR ACTIVE MIS	47.31	
				571565 10/20/2021	NOV 2021: ADJ FOR ACTIVE SWC	-84.89	
				585762 12/20/2021	JAN 2022: ADJ FOR ACTIVE SWC	80.74	97.55
95793	2/22/2022	0013047	TAIT ENVIRONMENTAL SERVICES 903424	12/31/2021	12/31/21 ENGINEERING DESIGN	1,305.00	1,305.00
		Voucher: 95793					
95794	2/22/2022	00004921	TARGET SPECIALTY PRODUCTS INVP500697033	1/19/2022	ROUNDUP AND OTHER MATERIA	2,668.90	2,668.90
		Voucher: 95794					
95795	2/22/2022	00003851	THOMSON REUTERS	845645806 1/1/2022	DEC 2021 WEST INFORMATION C	501.59	
		Voucher: 95795		845704980 1/4/2022	CA PENAL CODE 2022-SUBSCRII	456.44	958.03
95796	2/22/2022	0008153	TIME WARNER CABLE-	0879974112921 11/29/2021	11/29/21-12/28/21: PD INTERNET	112.97	
		Voucher: 95796		0044267122721 12/27/2021	DEC 2021: ACCT# 8448 20 899 00	284.65	
				0507757011522 1/15/2022	1/15/22-2/14/22: FOR CITY YARD	25.65	
				0879774122921 12/29/2021	12/29/21-1/28/22: PD INTERNET S	112.97	536.24
95797	2/22/2022	0011640	TIREHUB, LLC	25021106 1/12/2022	731 GY ASSUR MAXLIFE BW	228.80	228.80
		Voucher: 95797					
95798	2/22/2022	00003438	TRANS UNION-SOUTHERN CALI I12104617	12/25/2021	CREDIT CHECK PERIOD: 05/26/2	125.37	125.37
		Voucher: 95798					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
95799	2/22/2022	0010699	TRANSYSTEMS CORPORATION INV-0003773940	11/2/2021	OCT 2021 CONSTRUCTION OF R	601.02	601.02
		Voucher: 95799					
95800	2/22/2022	0008005	U.S. BANK-PARS ACCT#67460225JAN 2022	2/3/2022	JAN 2022: PARS SUPPLEMENTAL	5,629.26	
		Voucher: 95800	FEB 2022	2/3/2022	FEB 2022: PARS SUPPLEMENTAL	5,629.26	11,258.52
95801	2/22/2022	0008005	U.S. BANK-PARS ACCT#67460225FEB 2022 LOUIE	12/20/2021	FEB 2022: KEN LOUIE: PARS - EX	160.00	
		Voucher: 95801	FEB 2022 MOSTA	12/20/2021	FEB 2022: M.MOSTAKHAMI: PAR	680.00	
			MAR 2022 LOUIE	1/17/2022	MAR 2022: KEN LOUIE: PARS - E	160.00	
			MAR 2022 MOSTA	1/17/2022	FEB 2022: M.MOSTAKHAMI: PAR	680.00	
			MAR 2022 R. BAT	1/17/2022	MAR 2022: RON BATES: PARS - E	550.00	
			FEB 2022 R. BATE	12/20/2021	FEB 2022: RON BATES: PARS - E	550.00	2,780.00
95802	2/22/2022	00004964	UNDERGROUND SERVICE ALERTDBS20210116	2/1/2022	DIG ALERTS	200.69	200.69
		Voucher: 95802					
95803	2/22/2022	00003928	US BANK TRUST N.A. 1933694	2/1/2022	MAR 2022: 2019 SERIES A-T DEB	1,074,782.87	1,074,782.87
		Voucher: 95803					
95804	2/22/2022	00003928	US BANK TRUST N.A. 1933763	2/1/2022	MAR 2022: 2019 SERIES A DEBT	187,599.69	187,599.69
		Voucher: 95804					
95805	2/22/2022	00000379	VERIZON BUSINESS 05679367	1/25/2022	BILLING PRD- 12/15/21-01/14/202	40.00	40.00
		Voucher: 95805					
95806	2/22/2022	00001848	VERIZON WIRELESS 9895831109	12/23/2021	11/24/21-12/23/21: PD - IPAD AIRT	76.02	
		Voucher: 95806	9895622629	12/21/2021	BILLING PRD- 11/22/21-12/21/21 F	3,214.60	
			9895776778	12/23/2021	BILLING PRD- 10/24/21-11/23/21	8,507.25	11,797.87
95807	2/22/2022	00002634	VULCAN MATERIALS COMPANY 73183732	1/28/2022	ASPHALT, BASE, EMULSION PRC	301.88	
		Voucher: 95807	73174425	1/19/2022	ASPHALT, BASE, EMULSION PRC	155.01	
			73177078	1/21/2022	ASPHALT, BASE, EMULSION PRC	303.65	
			73183733	1/28/2022	ASPHALT, BASE, EMULSION PRC	305.42	1,065.96
95808	2/22/2022	00002593	WAXIE'S SANITARY SUPPLY 80608111	1/21/2022	JANITORIAL SUPPLIES	683.55	683.55
		Voucher: 95808					
95809	2/22/2022	0010471	WEBSTER'S BEE'S REMOVAL SR'1915	11/11/2021	BEE REMOVAL SERVICE	235.00	235.00
		Voucher: 95809					



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
95810	2/22/2022	0010476 WECK LABORATORIES INC	W2A1327-COSOU	1/17/2022	WATER SAMPLES	190.00	
	Voucher:	95810	W2A1443-COSOU	1/18/2022	WATER SAMPLES	30.00	
			W2A1799-COSOU	1/24/2022	WATER SAMPLES	65.00	
			W2A2389-COSOU	1/28/2022	WATER SAMPLES	75.00	
			W2A1442-COSOU	1/18/2022	WATER SAMPLES	75.00	
			W2A1651-COSOU	1/20/2022	WATER SAMPLES	190.00	
			W2A2225-COSOU	1/27/2022	WATER SAMPLES	105.00	
			W2A2385-COSOU	1/28/2022	WATER SAMPLES	30.00	
			W2A1238-COSOU	1/14/2022	WATER SAMPLES	105.00	865.00
95811	2/22/2022	00000032 WEST COAST MAILERS	10995	1/18/2022	JOB #11-178: MAIL SERVICE/ CS	1,932.75	
	Voucher:	95811	10992	1/18/2022	JOB #11-120: MAIL SERVICE/ CS	2,500.07	
			10991	1/18/2022	JOB #10-132: MAIL SERVICE/ CS	473.24	
			10993	1/18/2022	JOB #11-140: MAIL SERVICE/ CS	2,007.97	
			10994	1/18/2022	JOB #11-166: MAIL SERVICE/ CS	2,121.65	9,035.68
95812	2/22/2022	00000561 WESTERN EXTERMINATOR COM	3073718	12/21/2021	ANNUAL PEST CONTROLAND E	45.50	
	Voucher:	95812	13081632	12/1/2021	ANNUAL PEST CONTROLAND E	1,950.00	
			13073118	12/9/2021	ANNUAL PEST CONTROLAND E	121.00	
			13078794	12/15/2021	ANNUAL PEST CONTROLAND E	375.00	
			3073390	12/21/2021	ANNUAL PEST CONTROLAND E	211.00	
			3073115	12/21/2021	ANNUAL PEST CONTROLAND E	151.50	
			3072655	12/13/2021	ANNUAL PEST CONTROLAND E	295.50	
			3075310	12/13/2021	ANNUAL PEST CONTROLAND E	82.50	
			3072656	12/21/2021	ANNUAL PEST CONTROLAND E	275.00	
			3073117	12/21/2021	ANNUAL PEST CONTROLAND E	46.50	
			3073116	12/21/2021	ANNUAL PEST CONTROLAND E	42.00	
			3072448	12/21/2021	ANNUAL PEST CONTROLAND E	206.00	3,801.50
95813	2/22/2022	0011968 WEX BANK	78286976	2/6/2022	02/6/22 CLOSING DATE: SHELL G	919.14	919.14
	Voucher:	95813					
95814	2/22/2022	0007005 WILLDAN FINANCIAL SERVICES	010-49498	10/29/2021	FY 2021/22: RENEWAL OF ADMIN	3,750.00	3,750.00
	Voucher:	95814					
95815	2/22/2022	00000062 ZIEGLER'S HARDWARE& SUPPLY	10590	1/18/2022	MISC HARDWARE	151.78	
	Voucher:	95815	10604	1/24/2022	MISC HARDWARE	35.26	
			10605	1/25/2022	MISC HARDWARE	23.13	
			10597	1/20/2022	MISC HARDWARE	44.08	254.25

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
49363299	10/27/2021	0008914 AMERICAN EXPRESS 00004000 WASTE MANAGEMENT	1259013-2684-8	10/1/2021	OCT 2021: 263-1669: SG RESDTL	326,119.00	326,119.00
50194890	1/31/2022	0008914 AMERICAN EXPRESS 00004000 WASTE MANAGEMENT 00004000 WASTE MANAGEMENT	1262424-2684-2 1262281-2684-6	1/1/2022 12/1/2021	JAN 2021: 263-1669: SG RESDTL NOV 2021 - 263-1785: COSG MET	326,119.00 2,354.01	328,473.01
02041817	2/8/2022	00000343 PUBLIC EMPLOYEES RETIREMEN	100000016689012	1/25/2022	2022 REPLACEMENT CHARGES	29,880.05	29,880.05
Voucher:		1002041817					

Sub total for BANK OF THE WEST: 3,418,595.53

199 checks and 4 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 3,418,595.53

Void Checks

Bank code: botw	Bank code: efbotw
<u>Check #</u> <u>Date</u>	(none)
95743     2/22/2022	

**WARRANT REGISTER FOR COUNCIL MEETING 2/22/2022**

**PART V**

apChkLst  
02/08/2022 2:03:50PM

Final Check List  
CITY OF SOUTH GATE

Page: 1

**Bank : botw BANK OF THE WEST**

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2213	1/6/2022	00004708	PERS HEALTH PLAN	Ben294763	1/6/2022	FEB 2022 MEDICAL HMO ANTHEI	417,801.04	417,801.04
		Voucher: 2213						
2231	2/3/2022	00002370	INTERNAL REVENUE SERVICE	Ben295923	2/3/2022	MEDICARE: PAYMENT	180,733.93	180,733.93
		Voucher: 2231						
2232	2/3/2022	00001186	EMPLOYMENT DEVELOPMENT D	Ben295925	2/3/2022	SDI: PAYMENT	59,100.76	59,100.76
		Voucher: 2232						
2233	2/3/2022	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben295927	2/3/2022	SEIU DUES: PAYMENT	2,969.96	2,969.96
		Voucher: 2233						
2235	2/3/2022	00000343	PUBLIC EMPLOYEES RETIREMEN	Ben295931	2/3/2022	PERS RETIREMENT: PAYMENT	222,911.03	222,911.03
		Voucher: 2235						
2236	2/3/2022	00000004	NATIONWIDE RETIREMENT SOL	Ben295933	2/3/2022	DEF COMP NATIONWIDE: PAYME	73,448.72	73,448.72
		Voucher: 2236						
2237	2/3/2022	00004996	SEIU-COPE LOCAL 721, LA/OC	CIBen295935	2/3/2022	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher: 2237						
2238	2/3/2022	00004988	CHILD SUPPORT ON-LINE, STATE	Ben295937	2/3/2022	CHILD SUPPORT-ONLINE: PAYMI	1,399.51	1,399.51
		Voucher: 2238						

**Sub total for BANK OF THE WEST: 958,403.95**

8 wire transfers in this report.

**Grand Total All Wire Transfers: 958,403.95**

**WARRANT REGISTER FOR COUNCIL MEETING 2/22/2022**

**PART VI**

apChkLst  
02/10/2022 11:45:18AM

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
1413	2/22/2022	0012466 RET: ADAMS, PAUL L.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,299.14	1,299.14
		Voucher: 1413					
1414	2/22/2022	0005570 RET: ALONZO, ANTHONY	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,080.65	1,080.65
		Voucher: 1414					
1415	2/22/2022	0012843 RET: AUSTIN, BYRON A.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,002.12	1,002.12
		Voucher: 1415					
1416	2/22/2022	0005813 RET: AVILA, VINCENT	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,290.56	1,290.56
		Voucher: 1416					
1417	2/22/2022	0012982 RET: BONILLA CLAYTON, YADIRA	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1417					
1418	2/22/2022	00001265 RET: BRASSFIELD, CHARLES R	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1418					
1419	2/22/2022	0006324 RET: BURBACH, MAUREEN	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1419					
1420	2/22/2022	0012844 RET: CAMACHO, EDWARD	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1420					
1421	2/22/2022	00000817 RET: CHRIST, DOUGLAS F	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1421					
1422	2/22/2022	00003408 RET: DAMRON, ROGER V	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1422					
1423	2/22/2022	0013163 RET: DAVIS, RANDALL JOHN	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,196.68	1,196.68
		Voucher: 1423					
1424	2/22/2022	00001776 RET: EADE, JOANN	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	153.53	153.53
		Voucher: 1424					
1425	2/22/2022	00003973 RET: EADS, KENNETH P.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	614.88	614.88
		Voucher: 1425					
1426	2/22/2022	00003853 RET: FANNIN, ZONA	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	145.65	145.65
		Voucher: 1426					
1427	2/22/2022	0008820 RET: FERNANDEZ, CARLOS	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1427					
1428	2/22/2022	00004403 RET: FIELD, GARY	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1428					
1429	2/22/2022	0006507 RET: FIGUEROA, GLORIA A.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1429					

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1430	2/22/2022	00000605 RET: FORRESTER, BOB L	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1430					
1431	2/22/2022	0005355 RET: GALBREATH, RUSSELL	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	614.88	614.88
		Voucher: 1431					
1432	2/22/2022	0011186 RET: GAMBOA, OSCAR	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1432					
1433	2/22/2022	00000496 RET: GEORGE, RONALD P	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1433					
1434	2/22/2022	0013121 RET: GONZALES, LORETTA	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1434					
1435	2/22/2022	00003940 RET: GONZALEZ, HIRAM	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1435					
1436	2/22/2022	0006328 RET: GUTIERREZ, MANUEL	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1436					
1437	2/22/2022	0006510 RET: HERNANDEZ, MARIA	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1437					
1438	2/22/2022	0006329 RET: HOMSHER, HUGH	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1438					
1439	2/22/2022	0013216 RET: HUFFMAN, EDWARD RAYM	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1439					
1440	2/22/2022	0012845 RET: HUGAR L., JAMES	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1440					
1441	2/22/2022	00004784 RET: HUNTRODS, RICHARD F	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	239.00	239.00
		Voucher: 1441					
1442	2/22/2022	0009521 RET: HUPP, KEITH	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1442					
1443	2/22/2022	0008058 RET: INMAN, RONALD	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1443					
1444	2/22/2022	00004785 RET: IRISH, TERRY F	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1444					
1445	2/22/2022	0011110 RET: JOHNSON, GERALD	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1445					
1446	2/22/2022	00004787 RET: KENNEDY, GARY E	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1446					



Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1447	2/22/2022	0005356 RET: KEY, ANDREW	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1447					
1448	2/22/2022	0011111 RET: KOOMEN, SHERI L.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1448					
1449	2/22/2022	0009946 RET: LEFEVER, STEVEN A.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	200.00	200.00
		Voucher: 1449					
1450	2/22/2022	00004789 RET: LILLEY, RAYMOND E	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1450					
1451	2/22/2022	0012707 RET: LLOYD, BRUCE W.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1451					
1452	2/22/2022	0012927 RET: LONG, PENG	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1452					
1453	2/22/2022	0005633 RET: LOPEZ, ALFONSO	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	590.37	590.37
		Voucher: 1453					
1454	2/22/2022	0006511 RET: LOPEZ, RAMON A.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	145.65	145.65
		Voucher: 1454					
1455	2/22/2022	0009453 RET: LOPEZ, VERONICA	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1455					
1456	2/22/2022	0007656 RET: MATSUKIYO, DAVID	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,203.96	1,203.96
		Voucher: 1456					
1457	2/22/2022	00003328 RET: MOSBY, DOROTHEA S	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	153.53	153.53
		Voucher: 1457					
1458	2/22/2022	0011895 RET: MUNOZ, ALFREDO	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1458					
1459	2/22/2022	00003239 RET: NASSAR, SAMI R	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	200.00	200.00
		Voucher: 1459					
1460	2/22/2022	0012468 RET: ORTIZ, JULIAN	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	570.78	570.78
		Voucher: 1460					
1461	2/22/2022	0012467 RET: PATINO, IGNACIO M.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1461					
1462	2/22/2022	0011522 RET: PELLERIN, ROBERT	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1462					
1463	2/22/2022	00005237 RET: PEREZ, SUSAN	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1463					

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1464	2/22/2022	0010733 RET: PIXLER, DAVID	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1464					
1465	2/22/2022	00004794 RET: POWELL, ROBERT K.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1465					
1466	2/22/2022	0006326 RET: RAMIREZ, VIRGINIA	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1466					
1467	2/22/2022	0006327 RET: RASCO, ANGELA	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1467					
1468	2/22/2022	0011967 RET: RIVERA, FRANK J.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	557.02	557.02
		Voucher: 1468					
1469	2/22/2022	0011978 RET: RIVERA, HANNAH TELLEZ-CF	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	557.02	557.02
		Voucher: 1469					
1470	2/22/2022	0012837 RET: RODRIGUEZ, ANNA	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1470					
1471	2/22/2022	0012682 RET: RUIZ, NELLIE	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1471					
1472	2/22/2022	0011112 RET: SALDIVAR, MARIO M.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1472					
1473	2/22/2022	0013274 RET: SAUCEDO NEVAREZ, LUIS M	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1473					
1474	2/22/2022	00001867 RET: SCHMID, BEATRICE J	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1474					
1475	2/22/2022	0009865 RET: SCHRADER, GEORGE R.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,124.00	1,124.00
		Voucher: 1475					
1476	2/22/2022	0011521 RET: SCOTT, DAVID	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1476					
1477	2/22/2022	0006513 RET: SHETTER, RANDOLPH M.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1477					
1478	2/22/2022	00000869 RET: SMITH, CHARLES R	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1478					
1479	2/22/2022	00004796 RET: SPEELMAN, PATRICIA L	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1479					
1480	2/22/2022	00002147 RET: SPROWLS, KENNETH C	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1480					

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1481	2/22/2022	0008313 RET: SULLIVAN, DARREN	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,080.65	1,080.65
		Voucher: 1481					
1482	2/22/2022	0006512 RET: TATTI, WILLIAM P.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1482					
1483	2/22/2022	0012960 RET: TAYLOR, TOM C.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1483					
1484	2/22/2022	0005357 RET: TODD, ROBERT M.	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,290.56	1,290.56
		Voucher: 1484					
1485	2/22/2022	0012959 RET: TREJO, RAMONA M	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	150.00	150.00
		Voucher: 1485					
1486	2/22/2022	00003573 RET: VAN LIEROP, MARTIN G	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	232.94	232.94
		Voucher: 1486					
1487	2/22/2022	00003959 RET: WADE, RICHARD	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	232.94	232.94
		Voucher: 1487					
1488	2/22/2022	0007655 RET: WELLS, GREGORY	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	570.78	570.78
		Voucher: 1488					
1489	2/22/2022	00004379 RET: WHALEN, HARVEY	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	145.65	145.65
		Voucher: 1489					
1490	2/22/2022	00000498 RET: WILLIAMS, GALE M	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	250.00	250.00
		Voucher: 1490					
1491	2/22/2022	0008821 RET: WILLIAMS, TIMOTHY	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,263.04	1,263.04
		Voucher: 1491					
1492	2/22/2022	0013273 RET:SEKIYA, JONATHAN M	FEBRUARY 2022	2/8/2022	FEBRUARY 2022- RETIREE MEDI	1,242.35	1,242.35
		Voucher: 1492					

Sub total for BANK OF THE WEST EFT: 44,483.58

80 EFTs in this report.

Grand Total All EFTs: 44,483.58

**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING OF 2/22/2022**

TOTAL PART I - PAYROLL-RELATED CHECKS	55,545.56
TOTAL PART II - PREPAID CHECKS (2/2/2022)	554,535.10
TOTAL PART III - PREPAID CHECKS (2/9/2022)	533,718.94
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	3,418,595.53
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	958,403.95
TOTAL PART VI - ACCOUNTS PAYABLE EFTs	44,483.58
	<hr/>
SUB - TOTAL	5,565,282.66
LESS: VOIDS	(33,895.87)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(395,174.16)
	<hr/>
GRAND TOTAL	5,136,212.63
	<hr/> <hr/>

**SOUTH GATE CITY COUNCIL  
WARRANT APPROVAL AND CANCELLATION**

Warrant Number **95596** to Warrant Number **95815** inclusive, plus Wire Transfers and EFTs totaling **\$5,136,212.63**, as listed on the accompanying Accounts Payable Warrant Register of **February 22, 2022** are approved as presented, with the exception of the following voided and replacement warrants:

Replacement checks reported in previous warrant registers have no impact to the grand total and are listed below.

Voided Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
95327	FRITTS FORD	1/25/2022	\$ 33,895.87	VAN RETURNED. NEW UNIT ORDERED
95743	N/A	2/22/2022	\$ 0.00	OFFICE DEPOT DESCRIPTION OVERFLOW
GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS			33,895.87	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER

*[Handwritten Signature]*

\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **February 22, 2022** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.