



## SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, July 28, 2020 at 6:30 p.m.

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

**MEETING ID: 822 6938 1906**  
**<https://us02web.zoom.us/j/82269381906>**

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

<b>CALL TO ORDER</b>	Maria Davila, Mayor
<b>INVOCATION</b>	Pastor Bobby Scott, Community of Faith Bible Church
<b>PLEDGE OF ALLEGIANCE</b>	Michael Flad, City Manager
<b>ROLL CALL</b>	Carmen Avalos, City Clerk

### II. City Officials

<b>MAYOR</b> Maria Davila	<b>CITY CLERK</b> Carmen Avalos
<b>VICE MAYOR</b> Al Rios	<b>CITY TREASURER</b> Gregory Martinez
<b>COUNCIL MEMBERS</b> Maria del Pilar Avalos Denise Diaz Gil Hurtado	<b>CITY MANAGER</b> Michael Flad
	<b>CITY ATTORNEY</b> Raul F. Salinas

### **COVID 19 Meeting Procedures**

Pursuant to Governor Newsom's Executive Order N-29-20, dated

March 17, 2020, members of the South Gate City Council, staff, and the public will participate in the July 28, 2020 meeting via a teleconference. To avoid exposure to COVID-19 this meeting will be held with City Council Members participating via teleconference by calling Dial-in-Number: 1 (669) 900-6833 and Meeting ID: 822 6938 1906 and <https://us02web.zoom.us/j/82269381906>

Additionally, you may submit your comments electronically by emailing the City Clerk at [cavalos@sogate.org](mailto:cavalos@sogate.org).

**Procedure for Participation:**

Any person wanting to participate may request to “speak” on an agenda item. Once acknowledged and authorized by the Mayor the person may speak. Alternatively, any person may submit comments on an item electronically by emailing [cavalos@sogate.org](mailto:cavalos@sogate.org). Submissions by email must be received 30 minutes prior to the posted start time of the meeting if emailing subject.

Subject line should read: **COMMENTS FOR ITEM \_\_\_\_\_, MEETING OF July 28, 2020.**

Please note, you will enter the meeting muted, but if you want to comment on an Agenda Item or during the public comment portion of the Agenda, raise your hand or press \*9 at the appropriate time indicated by the Mayor. When you are selected to speak, you will hear that you are unmuted, this is the time to make your public comments. Your patience with these changes is appreciated as the City adjusts to new ways of conducting business during the COVID-19 pandemic. Thank you.

**Accessibility:** Reasonable accommodations for individuals with disabilities will be handled on a case-by-case basis and in accordance with the Americans with Disabilities Act and Governor Newsom’s Executive Order N-29-20. Please call the Office of the City Clerk at 323.563.9510.

**III. Meeting Compensation Disclosure**

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

**IV. Public Hearings**

**1. Resolution Approving The Disposition Development Agreement For 5821 Firestone Boulevard Will Be Continued**

The City Council will Open the Public Hearing and consider continuing consideration of a Resolution approving the proposed Disposition and Development Agreement for the sale and development of the property located at 5821 Firestone Boulevard, to the August 11, 2020 City Council meeting. (CD)

Documents:

[ITEM 1 REPORT 07282020.PDF](#)

## **V. Comments From The Audience**

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

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

## **VI. 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.

## **VII. Consent Calendar Items**

Agenda Items **2, 3 4, 5, 6, 7, and 8** 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.

### **2. Amendment No. 2 To Contract No. 3562 With Tripepi Smith And Associates, Inc., For The Economic Development Pamphlet**

The City Council will consider: (CD)

- a. Approving **Amendment No. 2 to Contract No. 3562** with Tripepi Smith and Associates, Inc., for additional Marketing and Economic

Development Design Support Services on an as-needed basis, in the amount of \$10,000;

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

Documents:

[ITEM 2 REPORT 07282020.PDF](#)

### **3. Amendment No. 1 To Contract No. 3360 With Interwest Consulting Group, Inc., Extending Plan Check And Building Inspection Services**

The City Council will consider: (CD)

- a. Approving **Amendment No. 1 to Contract No. 3360** Interwest Consulting Group to continue providing plan check and building inspection services for an additional two-year term, in an amount not to exceed \$500,000, or \$250,000 annually; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 3 REPORT 07282020.PDF](#)

### **4. Agreement With Kimley-Horn And Associates, Inc., For Traffic Engineering Staff**

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. \_\_\_\_\_)** with Kimley-Horn and Associates, Inc., to provide traffic engineering and staff augmentation services for a two-year term with an option for a one-year extension, for an annual amount not to exceed \$105,000; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 4 REPORT 07282020.PDF](#)

### **5. Agreement With AARC Consultants, LLC, For The Risk And Resilience Assessment & Emergency Response Plan**

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. \_\_\_\_\_)** with AARC

Consultants, LLC, to perform a Risk and Resilience Assessment of the City's municipal water system and update the Emergency Response Plan to comply with America's Water Infrastructure Act of 2018, for an amount not to exceed \$121,085; and

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

Documents:

[ITEM 5 REPORT 07282020.PDF](#)

## **6. Amendment No. 1 To Contract No. 2020-49-AC With KOA Corporation For Additional Construction Inspection Services**

The City Council will consider : (PW)

a. Approving **Amendment No. 1 to Contract No. 2020-49-AC** with KOA Corporation for additional construction inspection services through the completion of construction of the 10920 Garfield Avenue Street and Water Utilities Improvement Project, in an amount not-to-exceed \$30,000;

b. Appropriating \$60,000 from the unassigned General Fund balance to Account No. 100-701-31-6106 (General Fund - Public Works Engineering - New Development Services) to fund the cost of this contract; and

c. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 6 REPORT 07282020.PDF](#)

## **7. Purchase Order For SHI For The Purchase Of Microsoft Office 365**

The City Council will consider: (ADMIN SRVS)

a. Approving Microsoft Enterprise License Agreement (**Contract \_\_\_\_\_**) with SHI for Microsoft Office 365, a cloud-based electronic mail system, for a three-year term, in the amount of \$218,442, or \$72,814 annually; and

b. Authorizing the issuance of a Purchase Order to SHI for the purchase of this 3-year Microsoft Enterprise License Agreement.

Documents:

[ITEM 7 REPORT 07282020.PDF](#)

## **8. Minutes**

The City Council will approving the Regular and Special Meeting

minutes of July 14th, 2020 (CLERK)

Documents:

[ITEM 8 REPORT 07282020.PDF](#)

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

### **9. Membership With The Government Alliance On Race And Equity Organization**

The City Council will consider approving an annual membership with the Government Alliance on Race and Equity organization to advance racial justice and equity in the community, in the amount of \$1,000. (ADMIN)

Documents:

[ITEM 9 REPORT 07282020.PDF](#)

### **10. Status Report On The Police Officer Body-Worn Camera Program**

The City Council will consider receiving and filing status report on the body-worn camera program for South Gate Police Officers. (PD)

Documents:

[ITEM 10 REPORT 07282020.PDF](#)

### **11. Status Report Regarding Inclusionary Housing Ordinance**

The City Council will consider: (CD)

- a. Receiving and filing status report of the recommended Inclusionary Housing Ordinance policy; and
- b. Providing direction to staff.

Documents:

[ITEM 11 REPORT 07282020.PDF](#)

### **12. Warrants**

The City Council will consider: (ADMIN SVCS)

- a. Ratifying the warrant register from July 14, 2020 for Fiscal Year 2020/21;
- b. Approving Check Nos. 89157, 89186 and 89299 from July 14, 2020; and

c. Approving the Warrant register for July 28, 2020.

Total of Checks:	\$2,730,364.18
Voids:	\$ 0.00
Total Payroll Deductions (FY 2019/20):	\$ 3,820.14
Total Payroll Deductions (FY 2020/21)	\$ 339,580.92
Grand Total:	\$2,386,963.12

Documents:

[ITEM 12A REPORT 07282020.PDF](#)  
[ITEM 12B REPORT 07282020.PDF](#)  
[ITEM 12C REPORT 07282020.PDF](#)

## **IX. Adjournment**

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted July 23, 2020 at 2:23 p.m. as required by law.

Carmen Avalos, CMC  
City Clerk

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

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

RECEIVED

Item No. 1

JUL 22 2020

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

12:15pm

AGENDA BILL

For the Regular Meeting of: July 28, 2020

Originating Department: Community Development

Department Director:

  
Joe Perez

City Manager:

  
Michael Flad

**SUBJECT: DISPOSITION AND DEVELOPMENT AGREEMENT WITH GVD COMMERCIAL PROPERTIES, INC., FOR CITY OWNED PROPERTY LOCATED AT 5821 FIRESTONE BOULEVARD**

**PURPOSE:** To continue the Public Hearing for the proposed Disposition and Development Agreement (DDA) with GVD Commercial Properties, Inc., (Developer) for the sale and development of City-owned property located at 5821 Firestone Boulevard to the August 11, 2020 City Council meeting, in order to allow for more time to finalize the terms of the DDA.

**RECOMMENDED ACTION:** Open the Public Hearing and continue consideration of a Resolution approving the proposed Disposition and Development Agreement for the sale and development of the property located at 5821 Firestone Boulevard, to the August 11, 2020 City Council meeting.

**PUBLIC NOTIFICATION:** Advertising and notification of the public hearing for this item was conducted in compliance with Section 11.50.020 (Public Hearing Notification) of Title 11 (Zoning) of the South Gate Municipal Code. Notice of the hearing was published in the Long Beach Press Telegram newspaper on July 18, 2020. In addition, notices were mailed to property owners and addresses located within 1,000 feet of the the proposed project area and property.

**ATTACHMENT:** Public Hearing Notice.



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

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of South Gate will hold a public hearing to consider adoption of a resolution approving a Disposition and Development Agreement (“DDA”) for the sale of property located at 5821 Firestone Blvd., in the City of South Gate, CA.

**DATE OF HEARING:** Tuesday, July 28, 2020

**TIME OF HEARING:** 6:30 pm

**LOCATION OF HEARING:** Members of the public wishing to observe the meeting may join through a Call-In Conference. For the updated Dial-In Number and Conference Code for the July 28th City Council meeting please visit the City’s website at [www.cityofsouthgate.org/AgendaCenter](http://www.cityofsouthgate.org/AgendaCenter)

**PROJECT LOCATION:** 5821 Firestone Blvd. South Gate, CA 90280

**PROJECT DESCRIPTION:** Resolution approving a Disposition and Development Agreement (“DDA”) for the sale of property located at 5821 Firestone Blvd., in the City of South Gate.

**ENVIRONMENTAL REVIEW:** Passage of the proposed amendment would be deemed to be a “Project” under the California Environmental Quality Act, pursuant to Section 15378 of the State CEQA Guidelines codified at 14 CCR § 13578. However, that project has also been deemed Categorically Exempt under Section 15061 (b)(3) of the State CEQA Guidelines codified at 14 CCR § 15061, which states “A project is exempt from CEQA if: [. . . the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA].”

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

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

**Contact:** Dianne Guevara, Management Analyst  
**Phone:** 323-563-9535  
**E-mail:** [dguevara@sogate.org](mailto:dguevara@sogate.org)

**Mailing Address:** Community Development Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280-3075

**ESPAÑOL**

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

**Published: July 18, 2020**

RECEIVED

Item No. 2

JUL 20 2020

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

*City of South Gate*  
CITY COUNCIL

4:00pm

AGENDA BILL

For the Regular Meeting of: **July 28, 2020**

Originating Department: Community Development

Department Director:

  
Joe Perez

City Manager:

  
Michael Flad

**SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 3562 WITH TRIPEPI SMITH AND ASSOCIATES, INC., FOR ADDITIONAL MARKETING SERVICES FOR ECONOMIC DEVELOPMENT DESIGN SUPPORT ON AN AS-NEEDED BASIS**

**PURPOSE:** This item was continued from the July 14, 2020 City Council meeting per the request of Councilmember Pilar Avalos. The purpose of this item is to amend the Professional Services Agreement with Tripepi Smith and Associates, Inc., to continue providing marketing services and include economic development design support services on an as-needed basis.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 2 to Contract No. 3562 with Tripepi Smith and Associates, Inc., for additional Marketing and Economic Development Design Support Services on an as-needed basis, in the amount of \$10,000;
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City attorney.



**FISCAL IMPACT:** Funds, in the amount of \$10,000, were included in the Fiscal Year 2020/21 budget, in Account Number 100-601-42-6101 (General Fund - Community Development Administration- Professional Services), for Contract No. 3562.

**ANALYSIS:** Proposed Amendment No. 2 is necessary to provide economic development design support services. As part of the City of South Gate's rebranding efforts, the City would like to redesign and update existing brochures, one-pagers, and other items for Economic Development Marketing purposes. Redesigning these materials will allow for an updated, on-brand look and feel to economic development items, thus reinforcing the City's brand identity and marketing strategy.

**BACKGROUND:** On November 26, 2019, the City Council approved Contract No.3562 with Tripepi Smith and Associates, Inc., (Tripepi) in the amount of \$42,000 to provide marketing and community outreach services for a one-year term. Tripepi was selected through a Request for Proposal process where the City obtained six proposals for marketing and community outreach services from various companies. Each proposal was evaluated based on the firm's experience, qualifications and ability to complete the project within budget. The three top proposers, were invited to interview and present their qualifications for the project. The selection committee then rated each firm based upon their team qualifications and experience with video production, graphic design, community engagement and outreach.

On April 28, 2020, the City Council approved Amendment No.1 to Contract No.3562 with Tripepi for additional Marketing and Community Outreach Services on an as-needed basis to enhance the City's public communication outlets, in the amount of \$38,000 bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of \$80,000. Amendment No. 1 provided emergency communications and outreach services in response to unexpected emergency communication services related to the Delta Airline fuel release incident that occurred in January.

The City has experienced recent need for additional marketing and communication services to help implement the City's Economic Development Strategy. Proposed Amendment No. 2, for an additional \$10,000, will allow Tripepi to provide Economic Development Design support services to the City on an as-needed basis when required. Proposed Amendment No. 2 will bring the total sum of the Agreement with Tripepi to \$90,000.

Tripepi is currently providing marketing and community outreach services under Contract No. 3562 and is performing at a very high level. Tripepi has proven to have highly qualified staff that have experience with many public agencies.

Proposed Amendment No. 2 will add additional services to the existing contract. The new scope of work will include:

- Economic Development Marketing
- Updating Economic Development Marketing Plan/ Brochure
- Updating/ redesigning two (2) one-pagers
- Strategic planning and communications
- Graphic design outside of outlined retainer work

**ATTACHMENTS:** A. Amendment No. 2  
B. Amendment No. 1  
C. Contract No. 3562

**AMENDMENT NO. 2 TO CONTRACT NO. 3562  
FOR ADDITIONAL MARKETING SERVICES FOR ECONOMIC  
DEVELOPMENT DESIGN SUPPORT ON AN AS-NEEDED BASIS BETWEEN  
THE CITY OF SOUTH GATE AND TRIPEPI SMITH AND ASSOCIATES, INC.**

This Amendment No. 2 to Contract No. 3562 for additional Marketing Services for Economic Development Design Support on an as-needed basis ("Amendment No. 2"), is made and entered into on July 28, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Tripepi Smith and Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS:**

**WHEREAS**, on November 26, 2019, the City Council approved Contract No. 3562 with Consultant ("Agreement") for Marketing and Community Outreach Services for a one-year term, in an amount not to exceed \$42,000;

**WHEREAS**, on April 28, 2020, the City Council approved Amendment No. 1 expanding the Scope of Work to include additional Marketing and Community Outreach Services on an as-needed basis, in the amount of Thirty-Eight Thousand Dollars (\$38,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Eighty Thousand Dollars (\$80,000);

**WHEREAS**, City and Consultant desire to execute Amendment No. 2 expanding the Scope of Work to include additional Marketing Services for Economic Development Design Support on an as-needed basis, in the amount of Ten Thousand Dollars (\$10,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of Ninety Thousand Dollars (\$90,000).

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

**1. SCOPE OF WORK.**

Consultant shall expand its services to the City as identified in its Proposal attached hereto as Exhibit "A" and made a part of this Amendment No. 2. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2. COMPENSATION.**

The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Ten Thousand Dollars (\$10,000)**.

**3. 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. The 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. 2 to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**TRIPEPI SMITH AND ASSOCIATES, INC.:**

By: \_\_\_\_\_  
Ryder Todd Smith, President

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

**Exhibit “A”**



**Economic Development  
Design Support**



Submitted by Ryder Todd Smith & Melanie James

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## Scope of Work

As part of the City of South Gate's rebranding efforts, the City would like to redesign and update existing brochures, one-pagers, and other items for Economic Development Department. Redesigning these materials will allow the City to have an updated, on-brand look and feel to these items, thus reinforcing their brand identity and marketing materials.

The City has requested an engagement with Tripepi Smith to develop and execute the following items:

- Update/Redesign the Economic Development Marketing Plan (approx. 16 pages)
- Update/Redesign two (2) one-pagers

The City has noted there may be additional work for this engagement, but has not outlined the scope of that work.

## Fee Proposal

The City has requested a budget estimate the projects outlined for Economic Development Design Support. Tripepi Smith proposes a time and materials agreement with a contract value to not exceed of \$10,000.00 for our services requested by the City's Economic Development Department using our ad hoc retainer rates listed below.

The estimated pricing for the requested marketing materials is as follows:

- Economic Development Marketing Plan is estimated to be \$3,360.00 which includes graphic design, 3 rounds of edits, and project management for a 16-page full-bleed design with photos and graphics.
- (2) One-Pagers are estimated to be \$1680.00 which includes graphic design, 3 rounds of edits, and project management for 2 full-bleed, double-sided design with photos and graphics.
- Additional work – The City may request additional work with Tripepi Smith using the ad hoc retainer rates listed below. Tripepi Smith can provide a quote for additional services requested, as needed.

### Retainer Ad Hoc Rates

Principal	\$225.00
Director	\$170.00
SBA	\$120.00
BA	\$85.00
JBA	\$70.00



Graphic Artist	\$85.00
Senior Graphic Artist	\$105.00
Videographer/ Photographer	\$85.00
Drone Operator	\$135.00

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, .75, 4 or 6.5 hours.

Travel time to or from the City is billed at half rate unless the resource is onsite for six billable hours.

Hourly rates are subject to an annual 5% rate increase on July 1 of each year, starting July 1, 2021.

### **Other Fees**

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during the course of our engagement that we want to tell you about.

### **Equipment Fees**

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

\$500 for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting more than five hours. \$300 for a half day of video equipment use. Half day is defined as anything up to four hours of video production. All such expenses will be authorized by the organization prior to fee being assessed.

\$500/day drone fee applies and is not inclusive of the drone operator time (videographer rate).

### **Printing Fees**

Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience. Tripepi Smith typically has the printer bill the client directly for work. Tripepi Smith makes no money on print services and has no economic interest in the selected print vendor other than ensuring quality and fair pricing for our clients. If Tripepi Smith is asked to pay the bill for the client to then be reimbursed, we will agency fee to the reimbursement expense.

### **Digital Advertising Fees**

Tripepi Smith is a Google Partner and Constant Contact Solution Provider, and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees. Tripepi Smith typically uses a client's credit card to cover such fees, and those fees are impossible to estimate at this time without our firm being engaged in the work with the team at the City. When Tripepi Smith uses its credit card to pay for digital advertising, we apply a 10% agency fee to the costs to recover our accounting and management oversight of the services.

## **Key Staff**

The following staff will be primarily assigned to execute the work for the scope of this engagement. Senior Business Analyst Melanie James will manage the day-to-day with South Gate staff and provide graphic design support. Graphic Designer Sara Madsen will also provide graphic design support. President Ryder Todd Smith will oversee the account and be available for any strategic planning sessions, as needed.

Other key staff that may provide support for this engagement, depending on the nature of the work, are:

- Videographer Cameron Grimm – Video Production (Animated and Onscreen)
- Junior Business Analyst Bryn Miller – Writing, Editing and Spanish translation
- Art Director Kevin Bostwick – Identity Creation, Branding Support, and Graphic Design

### **Ryder Todd Smith – President**

Ryder has a mixed background in the worlds of government relations, technology and marketing. He served as the SVP of Operations and Chief Information Officer for a software-as-a-service startup in the financial services sector. Prior to that, he was the technology manager for a regional staffing firm. Ryder leads Tripepi Smith and is the ultimate project owner on all work handled by the firm. He is the creator of the City Internet Strategies Study, publisher of the Civic Business Journal, and a frequent speaker on the local government circuit. His insights have been published in Western City and PM magazines. He volunteers his time as vice chair of the Rose Institute of State and Local Government Board of Governors and previously served as a Planning Commission for the City of Tustin.

### **Kevin Bostwick – Art Director/Senior Graphic Designer**

Kevin Bostwick has over three decades of graphic design experience spanning tradition and digital media. He has a particular passion for using design to convey complex information and statistics in the form of infographics. Kevin translated his philosophy and literature major into the general creative field, including work at Korn Ferry, a global consulting firm and Claremont McKenna College. Kevin has delivered work for clients such as Pivot Charter School, Claremont McKenna College, Renne Public Law Group and the California Joint Powers Insurance Authority.

### **Cameron Grimm – Senior Business Analyst/Videographer/Animator**

Cameron Grimm is an experienced storyteller, particularly in video format. She has worked in a range of video projects, including short form online-only content and longer format event documentation. Cameron carries a story from concept to delivered result that ensures a consistent vision is executed at every step, while also being efficient. Cameron worked to maintain the top tier brand of Claremont McKenna

College in her role there as Director of Creative Services. Cameron is also certified in Hootsuite Social Marketing, Constant Contact, and YouTube Content Ownership, Channel Growth and Creative Essentials. Her client work includes: City of Indian Wells, City of La Cañada Flintridge, Culver City, CalChoice Energy, Lancaster Choice Energy, Center for Public Safety Management and Valley Water Company.

#### **Melanie James – Senior Business Analyst/Graphic Designer**

Melanie James is a talented graphic artist, expert on the WordPress platform and a skilled project manager. She has quickly developed a full suite of creativity skills rooted in her formal graphic arts education. Her skills cover the full Adobe Creative Suite and into HTML and CSS. In addition, she has managed an array of projects ranging from robust digital advertising campaigns to comprehensive video production. Melanie is certified in Hootsuite Social Marketing. Her client work includes: City of Bellflower, City of Huntington Beach, City of Tracy, City of South Gate, Bellflower-Somerset Mutual Water Company, Rowland Water District, Public Water Agencies Group, Santa Clara County Fire Department and Inland Empire Utilities Agency.

#### **Sara Madsen – Junior Business Analyst/Graphic Design**

Sara Madsen is a talented graphic designer with a background in marketing and environmental sustainability, in which she earned her degree from San Diego State University. Her formal education in Visual Communications and passion for the environment led her to complete a Creative Design internship with ECOLIFE Conservation. Sara tackles graphic design, story writing, and web development projects for clients and Tripepi Smith. Sara is also certified in Hootsuite Social Marketing and Constant Contact. Her client work includes: City of Indian Wells, City of Paramount, City of Hawaiian Gardens, City of Vallejo, City of Lomita, California Choice Energy Authority, Santa Clarita Valley Water and Civiltec Engineering.

#### **Bryn Miller – Junior Business Analyst**

Bryn Miller brings writing experience and a deep interest in local government to Tripepi Smith. During her time at Claremont McKenna College, Bryn gained professional skills interning for the State Department and for her hometown's senator, Elizabeth Warren. Her work at Claremont McKenna's Rose Institute of State and Local Government complemented her exposure to the federal system, helping her realize that her interests lie at the local level. She leverages her technical writing skills to help Tripepi Smith's clients communicate effectively with their audiences. Bryn is also certified in Hootsuite Social Marketing and Constant Contact. Bryn's client work supports Renne Public Law Group, California City Management Foundation, City of Vallejo, Industry Business Council, and California Joint Powers Insurance Authority.

**AMENDMENT NO. 1 TO CONTRACT NO. 3562  
WITH TRIPEPI SMITH AND ASSOCIATES, INC., FOR ADDITIONAL MARKETING  
AND COMMUNICATION SERVICES ON AN AS-NEEDED BASIS**

This Amendment No. 1 to Contract No. 3562 for additional marketing and communication services on an as-needed basis ("Amendment No. 1"), is made and entered into on April 28, 2020, by and between the City of South Gate, California a municipal corporation ("City"), and Tripepi Smith and Associates, Inc., ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS:**

**WHEREAS**, on November 26, 2019, the City Council approved Contract No. 3562 with Tripepi Smith and Associates, Inc., ("Agreement") for marketing and community outreach services for a one year term, in the amount not to exceed \$42,000.00 annually; and

**WHEREAS**, Proposed Amendment No. 1 is necessary to allow Tripepi Smith and Associates, Inc., (Tripepi) to provide additional marketing and communication services on an as-needed basis, as the City has had recent needs for this type of added service, for issues such as the Delta Airline fuel release incident that occurred in January; and

**WHEREAS**, Tripepi is currently providing marketing and community outreach services under the existing Agreement and is performing at a very high level. Tripepi has proven to have highly qualified staff that have experience with many public agencies; and

**WHEREAS**, City and Contractor desire to execute Amendment No. 1 expanding the scope of work to include additional marketing and communication services, on an as-needed basis, under the terms and conditions of the Agreement.

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

**1. SCOPE OF WORK.**

Contractor shall expand its services to the City as identified in its letter proposal, dated February 10, 2020, attached hereto as Exhibit "A" and made part of this Amendment No. 1.

**2. COMPENSATION.**

The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed the sum of Thirty Eight Thousand Dollars (\$38,000.00) annually, for a total contract amount of \$80,000.00.

**3. 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. The City


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: 5-6-2020

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**TRIPEPI SMITH AND ASSOCIATES, INC.:**

By: /Signature on following page  
Ryder Todd Smith, President

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

**Amendment No. 1  
Contract No. 3562**

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: \_\_\_\_\_  
Michael Flad, City Manager

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**TRIPEPI SMITH AND ASSOCIATES, INC.:**

By: Ryder Todd Smith  
Ryder Todd Smith, President

Dated: 5/11/2020



**Exhibit A**  
**Marketing and Community Outreach Services**  
**Proposal for Additional Communication Services 2020**

The City of South Gate engaged Tripepi Smith on November 26, 2019 for marketing and community outreach services to continue the City's rebranding efforts. This work includes video production, animated video creation, quarterly social media posts, two newsletter redesigns, design of street pole banners, city stock photography shoot and photographing up to fifteen city events. The City contracted with Tripepi Smith using a retainer contract that reflected the City's needs and scope previously outlined.

The existing contract does not allow for time and materials (ad hoc) work and the City has had recent needs for this type of added engagement to reflect the diverse nature of needs and volatility that has arisen.

Tripepi Smith proposes to add ad hoc services to the existing contract. The scope of this work will include, but is not limited to:

- Emergency communications and outreach
- Strategic planning and communications
- Graphic design outside of outlined retainer work
- Spanish translation services
- Event support and staffing
- Media relations and engagement
- Video production outside of outlined retainer work
- Photography outside of outlined retainer work
- Social media management and strategic advice
- Press release execution and other written content generation
- One-on-one community engagement and outreach
- Other duties as requested and assigned





Since the City of South Gate has an existing retainer agreement with Tripepi Smith, our standard hourly ad hoc rates will be discounted. All rates for ad hoc work outlined above (but not limited to) will be based on our hourly retainer rates.

**Hourly Retainer Rates 2020**

<b>Resource</b>	<b>Retainer Rate</b>	<b>Non-Retainer Rate</b>
<b>Principal</b>	<b>\$225.00</b>	<b>\$250.00</b>
<b>Director</b>	<b>\$170.00</b>	<b>\$180.00</b>
<b>SBA</b>	<b>\$120.00</b>	<b>\$140.00</b>
<b>BA</b>	<b>\$85.00</b>	<b>\$95.00</b>
<b>JBA</b>	<b>\$70.00</b>	<b>\$80.00</b>
<b>Graphic Artist</b>	<b>\$85.00</b>	<b>\$95.00</b>
<b>Senior Graphic Artist</b>	<b>\$105.00</b>	<b>\$120.00</b>
<b>Videographer/ Photographer</b>	<b>\$85.00</b>	<b>\$95.00</b>
<b>Drone Operator</b>	<b>\$135.00</b>	<b>\$150.00</b>

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, .75, 4 or 6.5 hours.

Hourly rates are subject to an annual 5% rate increase on January 1 of each year, starting January 1, 2021.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR MARKETING AND  
COMMUNITY OUTREACH SERVICES TO CONTINUE THE CITY'S  
REBRANDING EFFORTS BETWEEN THE CITY OF SOUTH GATE  
AND TRIPEPI SMITH AND ASSOCIATES, INC.**

This Agreement for Professional Services for marketing and community outreach services to continue the City's rebranding efforts ("Agreement") is made and entered into on November 26, 2019, by and between the City of South Gate, a municipal corporation ("City"), and Tripepi Smith and Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain Consultant for consulting services; and

**WHEREAS**, Consultant represents to City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform the services described in the Scope of Work attached hereto as Exhibit "A" of this Agreement.

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

1. **SCOPE OF WORK.** Consultant agrees to provide the services and perform the tasks set forth in Exhibit "A" and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from City.
2. **TERM OF AGREEMENT.** This Agreement is effective as of November 26, 2019, and will remain in effect for a period of one (1) year from said date unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
3. **COMPENSATION.** City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in Exhibit "A." The cost of services shall not exceed Forty Two Thousand Dollars (\$42,000). No additional compensation shall be paid for any other expenses incurred unless first approved by the Director of Community Development and City Manager. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business shall be waived and shall not be included on the Consultant's invoice to City.

- 3.1 Consultant shall submit to City an invoice for services rendered according to the

project schedule included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

**3.2** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

**4. CITY AGENT.** The Director of the Community Development Department or City Manager, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of the Community Development Department or City Manager has the authority to provide that approval or authorization.

**5. CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

**5.1** Consultant represents that no City employee or official has a financial interest in the Consultant's business. During the term of this Agreement and/or in connection with being awarded this Agreement, Consultant shall not offer, encourage or provide any financial interest in the Consultant's business or in relation to this Agreement to any City employee or official.

**6. GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.** Either the Director of the Community Development Department/City Manager or Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days written notice of such termination and the effective date thereof.

**6.1.1** In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of Consultant under this Agreement shall be returned to City. If City terminates this Agreement without cause, Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out invoice for services rendered and fees earned, pursuant to this Agreement through the written notice of termination. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement. If Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to City, which shall not be unreasonably determined.

- 6.1.2** If Consultant or City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant or City violate any of the covenants, agreements, or stipulations of this Agreement, Consultant or City shall have the right to terminate this Agreement by giving written notice to the other Party of such termination and specifying the effective date of such termination. Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.
- 6.2 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.3 Non-Discrimination.** Consultant shall not discriminate as to race, creed, gender, gender identity (including gender expression), religion, color, national origin, sexual orientation, age, marital status, family/parental status, disability, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments.
- 6.4 Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
- (a) Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
  - (b) Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:
    - 1) Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
    - 2) Name and list as additional insured City, its officers and employees.
    - 3) Specify its acts as primary insurance.

- 4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- 5) Cover the operations of Consultant pursuant to the terms of this Agreement.

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

**6.6 Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and city governments, without regard to conflict of law principles.

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

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

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

for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

**6.9 Legal Construction.**

- a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.
- b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

**6.10 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

- 6.12 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.13 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.14 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.15 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.16 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.17 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.18 Entire Agreement.** This Agreement constitutes the whole agreement between City

and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

- 6.19 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**

Joe Perez, Director of the Community Development Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9566  
jperez@sogate.org

**WITH COURTESY COPY TO:**

Carmen Avalos, City Clerk  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9573  
cavalos@sogate.org

**TO CONSULTANT:**

Ryder Todd Smith, President  
PO Box 52152  
Irvine, CA 92619  
(626) 536-2173  
ryder@tripepismith.com

- 6.20 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.21 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.22 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement

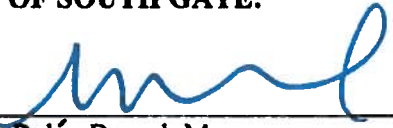


shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

7. **EFFECTIVE DATE.** The effective date of this Agreement is November 26, 2019, and will remain in effect through and including one (1) year from said date unless terminated otherwise in accordance with the terms of this Agreement.

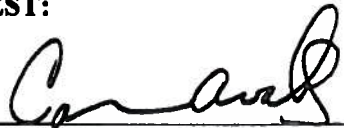
**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**


By:   
M. Belén Bernal, Mayor

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

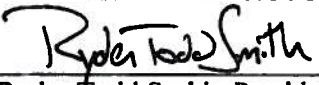
**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**TRIPEPI SMITH AND ASSOCIATES, INC.:**

By:   
Ryder Todd Smith, President

Dated: 11/22/2019

**Exhibit A**  
**Scope of Work for Marketing and Community Outreach Services**

<b>Services</b>	<b>Unit Count</b>	<b>Cost</b>	<b>Number of Revisions</b>	<b>Total</b>
<b>Animated Video</b> Produce short animated, narrated videos (30 seconds to a minute) that highlight City events, programs, projects or services with motion graphics, audio recording, text, photos and music.	6 videos	\$1,350.00	2 per video	\$8,100
<b>Animated Video with Video Recording</b> Produce short animated, narrated videos (30 seconds to a minute) that highlight City events, programs, projects or services with motion graphics, audio AND VIDEO recording, text, photos and music.	2 videos	\$3,465.00	2 per video	\$6,930.00
<b>Quarterly Social Media Posts</b> Develop quarterly campaigns that consists of 4 social media posts per quarter.	12 post designs		2 per post	\$1,567.50
<b>Newsletters Redesign</b> Redesign the cover and back page template of the Vista & Business Connection Newsletters	4 pages	\$2,250.00	3 for each newsletter	\$4,500.00
<b>Street Pole Banners</b> Design Quarterly Themed Street Pole Banners. Pole banner dimensions are 26" x 84" and 26" x 48". The pole banner themes are the following: a) Shop, Dine and Play b) Azalea Festival Month c) Health Fair, Community 5k Run and Farmers Market d) Honor Community Veterans e) Concerts & Movies at the Park f) Halloween Carnival at the Park g) Happy Holidays	14 designs	\$845.00	3 per design	\$11,830.00
<b>City Event Photo Shoots</b> Attend, capture and produce in final form images of 15 city events, and provide online gallery. 2 hours max per event.	15 events	\$427.50		\$6,412.50

<p><b>City Photo Stock</b>            Capture and produce in final form images of several locations in South Gate, and perform the functions below.            Provide an online gallery of proofs that the City will select from.            Edit the selected photos in final form.            Provide all raw image files to the City and one edited image of each photo in uncompressed jpeg format.            Provide 6 edited images for the City's website and submit in 1800 pixels in width and 750 pixels in height.</p>	<p>1.5 days</p>	<p>\$2,660.00</p>		<p>\$2,660.00</p>
<b>Total</b>				<b>\$42,000.00</b>

**Payment Schedule:**

City will pay Tripepi Smith each month \$3,500 for fixed services (12 payments summing to \$42,000). Invoice will be sent on the 15<sup>th</sup> of each month starting December 15, 2019 and concluding November 15, 2019.

If subsequent work is authorized out the scope of the above fixed work, that invoice will be sent on the last day of each month with itemized time for the services rendered.

RECEIVED

JUL 20 2020

Item No. 3

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

4:00pm

AGENDA BILL

For the Regular Meeting of: July 28, 2020  
Originating Department: Community Development

Department Director: Joe Perez  
Joe Perez

City Manager: Michael Flad  
Michael Flad

**SUBJECT: AMENDMENT NO. 1 TO THE AGREEMENT WITH INTERWEST CONSULTING GROUP, INC., FOR PLAN CHECK AND BUILDING INSPECTION SERVICES**

**PURPOSE:** This item was continued from the July 14, 2020 City Council meeting per the request of Councilmember Pilar Avalos. The purpose of this item is to amend the current agreement with Interwest Consulting Group to extend plan check and building inspection services for an additional two-years.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 1 to Contract No. 3360 Interwest Consulting Group to continue providing plan check and building inspection services for an additional two-year term, in an amount not to exceed \$500,000, or \$250,000 annually; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** Funds, in the amount of \$178,000 were included in the Fiscal Year 2020/21 budget for these services in Account Number 100-602-42-6101 (Inspections – Professional Services). Although these costs are offset by revenues from plan check fees, any expenditure in excess of the budget amount would be brought to the City Council for appropriation approval. The total contract amount over the five-year term will not exceed \$1,500,000. Interwest’s rates are to remain the same throughout the next two years. The costs for plan check and building inspection services will be offset by revenues from plan check fees, with Interwest retaining 65% of plan check fees collected by the City.

**ALIGNMENT WITH COUNCIL GOALS:** Proposed Amendment No. 1 supports the City Council goals of “encouraging economic development” and “development and protecting strong sustainable neighborhoods.” This is accomplished by providing high quality plan check and building inspection services that ensure new construction is designed to meet safety standards with the City’s Building Code. In addition, plan check and building inspection services will continue to be provided in a short period of time to benefit residents, investors, developers and contractors. Another City Council goal is to enhance, accelerate and update services to the latest technology available such as electronic plan check to expedite the plan check process for investors, developers, contractor, homeowners and the general public, and Interwest will help achieve this City Council goal.

**ANALYSIS:** To ensure the City continues to receive high quality building plan check services at the most competitive cost, the City Council approved Contract No. 3360 with Interwest Consulting Group

on August 22, 2017, for a three-year term with an option to extend the contract for two additional years. Interwest Consulting Group was selected from among 10 firms that submitted proposals. The selection was based on overall experience providing plan check services; competitive pricing and cost structure; reputation for implementing best practices and outstanding customer service; and resources to provide a high level of service. The Building & Safety Division is very satisfied with their plan check services.

**BACKGROUND:** Interwest Consulting Group offers a wide range of services covering planning, plan check, building inspections, engineering and project management services for public agencies. Interwest has the resources and expertise in several building code related disciplines to plan-check projects ranging from small residential additions to highly complex multi-family residential, industrial and commercial developments. Furthermore, Interwest Consulting Group's cost structure and personnel capacity are scalable to meet fluctuating development demand, which can rise during strong economic periods and fall in times of economic uncertainty. Interwest has proven to have highly qualified staff that have worked with many public agencies.

Interwest is currently providing building and safety services under the existing Agreement and is performing at a very high level. Under their current Agreement, they are able to provide the following services on an as needed basis:

- Life Safety & Structural Plan Review
- Fire Plan Review
- Onsite Civil Plan Review
- OSHPD3 Project Review
- Third Party Plan Review
- Accessibility Review
- Inspection Services
- Green Building Standards
- ADA Evaluation & Compliance

Proposed Amendment No. 1 will continue to be on an as needed basis and the City is in no way locked in with the length of the contract. The City has no obligation to continue using Interwest's services and may elect to terminate the contract at any time. The costs for plan check and building inspection services will be offset by revenues from plan check fees. The current contract with Interwest Consulting Group expires on September 30, 2020.

**ATTACHMENTS:** A. Proposed Amendment No. 1  
B. Contract No. 3360

**AMENDMENT NO. 1 TO CONTRACT NO. 3360  
EXTENDING PLAN CHECK AND BUILDING INSPECTION  
SERVICES BETWEEN THE CITY OF SOUTH GATE AND  
INTERWEST CONSULTING GROUP, INC.**

This Amendment No. 1 to Contract No. 3360 extending Plan Check and Building Inspection Services ("Amendment No. 1"), is made and entered into on July 28, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Interwest Consulting Group, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS:**

**WHEREAS**, on August 22, 2017, the City Council approved Contract No. 3360 with Consultant ("Agreement") for Plan Check and Building Inspection Services for a three-year term, in an amount not to exceed One Million Dollars (\$1,000,000);

**WHEREAS**, the Agreement provides for an option to extend the Plan Check and Building Inspection Services for an additional two-years, bringing the aggregate total for the five-year term to a total sum of One Million Five Hundred Thousand Dollars (\$1,500,000);

**WHEREAS**, City and Consultant desire to extend the Agreement for an additional two-years, in an amount not to exceed Five Hundred Thousand Dollars (\$500,000).

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

**1. TERM OF AGREEMENT.**

The term of the Agreement shall be extended by an additional two (2) years through and including September 30, 2022, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

**2. COMPENSATION.**

The amount of compensation paid by City to Consultant for the work identified in the Schedule of Compensation attached hereto as Exhibit "B" shall not exceed the sum of **Five Hundred Thousand Dollars (\$500,000), and the five-year term shall not exceed the total sum of One Million Five Hundred Thousand Dollars (\$1,500,000).**

**3. 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. The 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. 1 to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**INTERWEST CONSULTING GROUP, INC.:**

By: \_\_\_\_\_  
Terri Rodrigue, President

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

EXHIBIT "B"

SCHEDULE OF COMPENSATION

**I. Consultant shall perform the following tasks and be compensated as follows:**

- A. Task A Provide plan check services
- B. Task B Provide in-house plan check services, including building inspections, emergency services, as needed basis.

**Tasks A** – Consultant will be compensated for all Services in Tasks A on a percentage basis and/or and an hourly basis using the following fee schedule.

**Task A** – Consultant will be compensated for all Services in Task A as follows:

- For complete plan reviews - 65% of the fee received by the City
- For structural only plan reviews - 45% of the fee received by the City
- For partial reviews (e.g., foundation only, preliminary reviews, etc.) - A negotiated, mutually agreeable fee (memorialized in a writing approved by the Community Development Director) based on specific project; or based on fees listed in the Schedule of Hourly Billing Rates contained in this Exhibit C
- For expedited or fast-track projects - 140% of the standard fee received by the City, contingent upon the availability of Consultant personnel to perform the expedited review

**Tasks B** – Consultant will be compensated for in-house plan check and other related services on as needed hourly basis using the following fee schedule.

**SCHEDULE OF HOURLY BILLING RATES**

CLASSIFICATION	HOURLY BILLING RATE
Registered Plan Review Engineer.....	130
ICC Certified Plans Examiner .....	95
Grading Plan Check Engineer.....	125
Certified CASp Services.....	90
Plans Examiner .....	85
Supervising Inspector.....	95
Senior Building Inspector .....	85
Building/Construction Inspector .....	70-90
Expedited, After-hours, or Emergency Responses	140% of the listed rate



- II. The City shall compensate Consultant for the services performed upon submission of a valid invoice. Each invoice shall include:**
- A. Summary of plan check projects reviewed and the amount owe for such services**
  - B. Line items for all personnel describing work performed, the number of hours worked, and the hourly rate for Tasks A and B**
- III. The total compensation for services rendered pursuant to this Agreement shall not exceed One Million Dollars (1,000,000.00) for a three year term and a total of One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a five year term if the Agreement is extended by the City, as provided in Section 2.1 of this Agreement.**

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR PLAN CHECK SERVICES  
BETWEEN THE CITY OF SOUTH GATE AND INTERWEST CONSULTING GROUP**

This Agreement for Professional Services for Plan Check Services (hereinafter referred to as "Agreement") is made and entered into this 22<sup>nd</sup> day of August, 2017, by and between the City of South Gate, a municipal corporation (hereinafter referred to as "City"), and Interwest Consulting Group, a California corporation (hereinafter referred to as "Consultant"). The term Consultant includes professionals performing in a consulting capacity, provided they remain subject to, and are bound by, this Agreement.

**RECITALS**

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services on a non-exclusive basis for certain projects relating to plan checking services.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

**SERVICES OF CONSULTANT.**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## **2.0 COMPENSATION.**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "B"* and incorporated herein by this reference, but not exceeding the maximum contract amount of One Million Dollars (\$1,000,000.00) ("Contract Sum") for a three (3) year term, except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion of completing a specific plan check assignment, (ii) payment in accordance with the percentage of completion of the services subject to the City's review and approval, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum, provided such payment is agreed to in advance in writing by the City or (iv) such other methods as may be specified in the Schedule of Compensation and agreed to by the City in advance. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in

advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed. Regardless, any deviation from the agreed upon compensation schedule must be approved by the City in advance in writing.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### **3.0 PERFORMANCE SCHEDULE.**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "C"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the

enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on October 1, 2017 and continue in full force and effect until completion of the services no later than September 30, 2020. The term of this Agreement may be extended an additional two (2) years at the City's sole discretion and subject to an amendment to this Agreement and subject to an amendment to this Agreement as further described in Exhibit "C".

#### **4.0 COORDINATION OF WORK.**

4.1 Representative of Consultant. Terry Rodrigue is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City Manager, or his/her designee is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner

represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Exclusiveness. This Agreement is not exclusive. The City may at any time choose to enter into an additional agreement for optional and/or other building related services, including plan checking services.

## **5.0 INDEMNITY AND INSURANCE.**

5.1 Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's negligent or willful acts, errors or omissions, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

### **5.2 Insurance.**

(1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

- (a) **Workers' Compensation and Employer's Liability**  
Workers' Compensation-coverage as required by law.

Employer's Liability-limits of at least \$1,000,000 per occurrence.

- (b) **Comprehensive General Liability**  
Combined Single Limit - \$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

- (a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

- (b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

## **6.0 RECORDS AND REPORTS.**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **7.0 ENFORCEMENT OF AGREEMENT.**

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.



## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.**

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

## **9.0 MISCELLANEOUS PROVISIONS.**

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally, by overnight delivery through a recognized carrier that tracks the date and time when delivery is completed, or sent by prepaid, first-class mail, return receipt requested to the City Manager and to the attention of the (i) Contract Officer, (ii) City Attorney, and (iii) City Clerk at City of South Gate, 8650 California Ave, California 90280, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered, the confirmed delivery date and time if sent by overnight mail, or upon five (5) days' notice from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**[The remainder of this page left blank intentionally for spacing purposes.]**

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**  
CITY OF SOUTH GATE, a municipal corporation

  
\_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

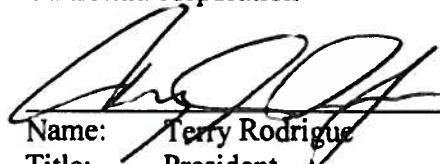
  
\_\_\_\_\_  
Carmen Avalos, City Clerk

(SEAL)

**APPROVED AS TO FORM:**

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

**CONSULTANT:**  
INTERWEST CONSULTING GROUP, a  
California corporation

  
\_\_\_\_\_  
Name: Terry Rodriguez  
Title: President

Address: 15140 Transistor Lane  
Huntington Beach, CA 92649

## EXHIBIT "A"

### SCOPE OF SERVICES

#### **I. Consultant will perform the following services:**

- A. Consultant shall provide a qualified plan check professional services (Plans Examiner) dedicated to the City. Plan check turn-around times are described in Section I-D of this Exhibit A. The plan review services shall include the following:
1. Plan review project plans, construction documents and revisions in conformance with the appropriate federal laws, ICC, state and local codes and amendments
  2. Coordinate plan reviews with other City departments or agencies
  3. Maintain records related to all plans, calculation and documents received
  4. Provide, in the City's approved format, a complete list of plan check comments referring to appropriate sheets, details or calculations pages and the code section of concern. Plan review lists shall bear the stamp and signature of a licensed engineer when required.
  5. Systematically log/enter status of plan review activities and records
  6. Meet and confer with permit applicants to resolve all outstanding plan review comments and approve their projects
  7. Work with permit counter staff to facilitate the issuance of construction permits for approved documents
  8. Attend/participate in meetings with other City plan review or inspection staff, property owners, contractors or design professionals
  9. Conduct accelerated plan review on an as-needed basis as requested by the City
  10. Pick up all plans within 24 hours upon notification and deliver the reviewed plans back to the City at no cost to the City
  11. Attend pre-construction and pre-design meetings, field visits, and meetings with design team as needed
- B. **Emergency Response.** In the event of a local or regional emergency or disaster, Consultant shall be accessible, available, and prepared to provide Building and Safety services as directed by the City.
- C. **Customer Service.** Consultant shall provide the most efficient and timely customer service possible to meet the needs of the community. Consultant will be expected to provide excellent front-line customer service to the public, responding quickly and effectively to the walk-in, telephone, and electronic inquiries related to Building and Safety services.

- D. Maximum turnaround times for plan check, inspection and other services shall be as follows:

Major plan check such as multi-family residential, commercial and other non-residential project	10 business days
Subsequent & resubmitted plan checks; new single-family house; and, simple tenant improvements for non-residential buildings	5 business days
Minor plan checks such as room additions of single-family house, detached structures, re-roofing	5 Business days
Grading plan check for new construction	10 business days
Subsequent or resubmitted grading plan checks	5 business days
Return of phone calls	Within 24 hours
Accounting and reporting	Invoices issued monthly

- E. Consultant shall ensure that all other Plan Check duties and follow-up not specifically mentioned in the table above are performed in a timely and responsive manner and that all personnel assigned to the City have sufficient ongoing training to perform their assigned duties.
- F. All plans will be picked up within 24 hours upon notification and delivered back to the City at no cost to the City.

**II. In addition to the requirements of Section 6.1, Consultant shall keep the City appraised of the status of performance by delivering the following status reports:**

- A. Weekly tracking records of plan check status.
- B. Monthly plan check activity reports.

- III. All work product is subject to the review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by the City.**
- IV. All personnel utilized by Consultant to perform on-site services, additional building inspections, and off-site plan check services shall be approved by the Community Development Director.**
- V. Consultant covenants that it shall follow the standard of care of the industry in the region where the services are being performed.**

EXHIBIT "B"

SCHEDULE OF COMPENSATION

**I. Consultant shall perform the following tasks and be compensated as follows:**

- A. Task A Provide plan check services
- B. Task B Provide in-house plan check services, including building inspections, emergency services, as needed basis.

**Tasks A** – Consultant will be compensated for all Services in Tasks A on a percentage basis and/or and an hourly basis using the following fee schedule.

**Task A** – Consultant will be compensated for all Services in Task A as follows:

- For complete plan reviews - 65% of the fee received by the City
- For structural only plan reviews - 45% of the fee received by the City
- For partial reviews (e.g., foundation only, preliminary reviews, etc.) - A negotiated, mutually agreeable fee (memorialized in a writing approved by the Community Development Director) based on specific project; or based on fees listed in the Schedule of Hourly Billing Rates contained in this Exhibit C
- For expedited or fast-track projects - 140% of the standard fee received by the City, contingent upon the availability of Consultant personnel to perform the expedited review

**Tasks B** – Consultant will be compensated for in-house plan check and other related services on as needed hourly basis using the following fee schedule.

**SCHEDULE OF HOURLY BILLING RATES**

CLASSIFICATION	HOURLY BILLING RATE
Registered Plan Review Engineer.....	130
ICC Certified Plans Examiner .....	95
Grading Plan Check Engineer.....	125
Certified CASp Services.....	90
Plans Examiner .....	85
Supervising Inspector.....	95
Senior Building Inspector .....	85
Building/Construction Inspector .....	70-90
Expedited, After-hours, or Emergency Responses	140% of the listed rate

- II. The City shall compensate Consultant for the services performed upon submission of a valid invoice. Each invoice shall include:**
- A. Summary of plan check projects reviewed and the amount owe for such services
  - B. Line items for all personnel describing work performed, the number of hours worked, and the hourly rate for Tasks A and B
- III. The total compensation for services rendered pursuant to this Agreement shall not exceed One Million Dollars (1,000,000.00) for a three year term and a total of One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a five year term if the Agreement is extended by the City, as provided in Section 2.1 of this Agreement.**



## EXHIBIT "C"

### SCHEDULE OF PERFORMANCE

Unless earlier terminated, this Agreement shall begin on October 1, 2017 and continue in full force and effect until completion of the services no later than September 30, 2020. The term of this Agreement may be extended and additional two (2) years at the City's sole discretion. Should the City elect to exercise its option to extend this Agreement, no later than 30 days before the expiration of the term, the City's City Manager shall give written notice of the Consultant of the City's desire to extend the term.

During the effective period of this Agreement:

**I. Consultant shall perform all services in accordance with the following schedule:**

- A. Provide Plan Check services for residential and nonresidential projects. Plan Check turn-around times are described in Exhibit A, Section D.
- B. Provide in-house plan check services, including building inspections and emergency services on an as needed basis.

**II. Consultant shall deliver the following tangible work products to the City as follows:**

- A. Summary of plan check projects reviewed and the amount owe for such services
- B. Line items for all personnel describing work performed, the number of hours worked, and the hourly rate for Tasks A and B

**III. Performance Extensions:**

The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2 in the Contract Officer's sole discretion.

RECEIVED

JUL 22 2020

City of South Gate  
CITY COUNCIL

Item No. 4

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

4:15pm

AGENDA BILL

For the Regular Meeting of: July 28, 2020

Originating Department: Public Works

Department Director:

*Arturo Cervantes*

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR TRAFFIC ENGINEERING SERVICES**

**PURPOSE:** This item was continued from the regularly scheduled City Council Meeting of July 14, 2020. The purpose is to secure a consultant for traffic engineering and staff augmentation services, as necessary to add a traffic engineer to the Engineering Division one day a week, and to provide as-needed traffic engineering services to meet the demand of service when it is high. The proposed agreement is for a two-year term with an option of a one-year extension.

**RECOMMENDED ACTION:**

- a. Approve Agreement with Kimley-Horn and Associates, Inc., to provide traffic engineering and staff augmentation services for a two-year term with an option for a one-year extension, for an annual amount not to exceed \$105,000; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

*OK* **FISCAL IMPACT:** There is no impact to the General Fund. The proposed Agreement is for an amount not to exceed \$210,000, or \$105,000 annually. It will be funded as summarized below. Measure R Funds are budgeted in the Fiscal Year 2020/21 Budget under Account No. 224-780-31-6101 (Measure R - Professional Services). Development Fees and Encroachment Permit Fees will fund the services under this contract that are for specific developer projects.

Agreement	Measure R	Development Fees	Encroachment Permit Funds	Total
Fiscal Year 2020/21	\$75,000	\$15,000	\$15,000	\$105,000
Fiscal Year 2021/22	\$75,000	\$15,000	\$15,000	\$105,000
<b>Total</b>	<b>\$150,000</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$210,000</b>

**ANALYSIS:** On September 12, 2017, the City Council approved the reclassification of the Senior Traffic Engineer position to the City Traffic Engineer position as a strategy to expand the roles and responsibilities for the position. The City Traffic Engineer now oversees project management, engineers and the Public Works counter operations, in addition to performing traffic engineering functions. To offset the impact, the Public Works Department (Department) budgeted \$75,000 for as-needed staff augmentation for traffic engineering and support. The budget was to fund 10 hours of weekly service by a qualified Traffic Engineer. The Traffic Engineer would support traffic service requests, Capital Improvement Program project reviews, development reviews, encroachment permit reviews and other functions requiring traffic engineering review. In addition, the Department is recommending \$30,000 for as-needed traffic engineering services. The demand for development reviews and encroachment permit reviews fluctuate. When demand is high, the additional budget would provide the resources to complete the necessary reviews, in a timely fashions to avoid delays.

The service will be provided based on need on an hourly rate.

**BACKGROUND:** The City operates an extensive roadway network that provides the general public access to local and regional destinations. With approximately 125 miles of roadway, millions of vehicle trips are experienced in the City annually. The General Plan, Mobility Element has several goals for the roadway network such as reducing traffic congestion, improving mobility, safety, and improving transit as well as the bike network. The Public Works Department has a primary duty in accomplishing these goals. In addition to that, the Department is further responsible for the planning, design, construction, operation and maintenance of the roadways network. The Engineering Division utilizes traffic engineers to meet its responsibility to the roadway network, for technical expertise and to meet Federal, State and local laws. As such, the City is in need of a traffic engineering consultant to support the Engineering Division in the management of the roadway network. Kimley-Horn and Associates, Inc., is recommended for the contract.

This recommendation is pursuant to a competitive selection process. A request for qualifications (RFQ) was released on February 10, 2020, to seven consulting firms. On March 5, 2020, proposals were submitted by two firms. A panel comprised of City staff interviewed and ranked the consultants as a part of the selection process. The panel included the City Traffic Engineer, Senior Engineer, and Electrical/General Maintenance Superintendent. This qualification-based selection process weighed a number of factors such as, project manager experience, engineering team qualifications, experience on similar services, knowledge of City codes and procedures. Based on the ranking criteria, Kimley-Horn and Associates, Inc., received the highest overall ranking from the panel.

Kimley-Horn and Associates, Inc., offers a qualified Traffic Engineer. He is a licensed Professional Engineer registered in the State of California. He has a Master's Degree in Transportation Engineering and three years of municipal experience. His expertise includes traffic signal operations and design, Intelligent Transportation System (ITS) design, crash data analysis, and traffic impact analysis. He is familiar with City standards, CIP programs, Engineering Division processes, and the City's infrastructure.

The Traffic Engineer is supported by Kimley-Horn and Associates, Inc., who has been in business for 53 years. They have staff with technical expertise in the traffic engineering field. The company has municipal engineering experience. They provide a "One-Stop Shop" approach that offers a range of traffic engineering services in-house such as traffic system design services, plan check services, and inspection for traffic related projects.

**ATTACHMENT:** Proposed Agreement

GD:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR TRAFFIC  
ENGINEERING AND STAFF AUGMENTATION SERVICES BETWEEN THE  
CITY OF SOUTH GATE AND KIMLEY-HORN AND ASSOCIATES, INC.**

This Agreement for Professional Services for traffic engineering and staff augmentation services ("Agreement"), is made and entered into on July 28, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Kimley-Horn and Associates, Inc., North Carolina, Corporation Number C0168406 ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain Consultant to perform Professional Services for traffic engineering and staff augmentation services, as provided herein; and

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

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A."

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

**1. PARTIES TO THE AGREEMENT.**

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Kimley-Horn and Associates, Inc.  
660 South Figueroa Street, Suite 2050  
Los Angeles, CA 90017

**2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.**

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

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

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

- B. The principal representative of the Consultant shall be:

Sri Chakravarthy, P.E., T.E.  
Principal-in-Charge  
Kimley-Horn and Associates, Inc.  
660 South Figueroa Street, Suite 2050  
Los Angeles, CA 90017

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

**3. SCOPE OF WORK.**

The City hereby engages Consultant, and the Consultant accepts such engagement, to perform the Professional Services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Consultant's proposal dated March 5, 2020 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

**4. DATA PROVIDED TO CONSULTANT.**

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A".

**5. INDEPENDENT CONSULTANT.**

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

- A. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of

Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees, are in any manner employees of City, it being directly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

**6. INDEMNIFICATION OF CALPERS DETERMINATION.**

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

**7. CONSULTANT'S PERSONNEL.**

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

**8. COMPENSATION.**

- A. The total amount of this Agreement shall not exceed the sum of **Two Hundred Ten Thousand Dollars (\$210,000)**. City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager. Consultant's fees and charges for the work and

services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty-five (45) days from date of receipt by Director of Public Works.

- B. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage will be. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

## 9. INDEMNITY AND INSURANCE.

- A. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.
- B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.
- (a) Workers' Compensation and Employer's Liability
    - Workers' Compensation-coverage as required by law.
    - Employer's Liability-limits of at least \$1,000,000 per occurrence.
  - (b) Comprehensive General Liability
    - Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

- (2) Policies providing for bodily injury and property damage coverage shall contain the following:
  - (a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
  - (b) "Severability of Interest" clause.
  - (c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 9.A.
- (3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.
- (4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.
- (5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

**10. TERMINATION FOR CONVENIENCE.**

The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

**11. TERMINATION FOR CAUSE.**

- A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:



- (1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
  - (2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 11, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- C. If this Agreement is terminated as provided above in paragraph A, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- D. If, after notice of termination of the Agreement under the provisions of this Section 11, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.

**12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.**

- A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that all employment practices,

including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

**13. CONSULTANT'S WARRANTIES AND REPRESENTATIONS.**

Consultant warrants and represents to the City as follows:

- A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.
- B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
- C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.
- D. Upon execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

**14. SUBCONTRACTING, DELEGATION AND ASSIGNMENT.**

- A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:
  - (1) The amount involved, together with Consultant's analysis of such cost or price.
  - (2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.
- B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegee and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

**15. OWNERSHIP OF DOCUMENTS.**

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

**16. ENTIRE AGREEMENT AND AMENDMENTS.**

- A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.
- B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

**17. RESOLUTION OF DISPUTES.**

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

**18. SEVERABILITY.**

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

**19. EXHIBIT.**

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

Exhibit "A" Proposal dated March 5, 2020.  
Exhibit "B" Fee Schedule.

**20. GOVERNING LAW.**

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

**21. EFFECTIVE DATE.**

The effective date of this Agreement is July 28, 2020, and shall remain in effect through and including July 28, 2022, with an option of a one-year extension, unless terminated otherwise in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally]

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

**CITY OF SOUTH GATE:**


By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**KIMLEY-HORN AND ASSOCIATES, INC.:**

By: \_\_\_\_\_  
Sri Chakravarthy, P.E., T.E.  
Principal- In-Charge

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



PROPOSAL FOR

# AS-NEEDED STAFF AUGMENTATION SERVICES - TRAFFIC ENGINEERING



PREPARED BY  
**Kimley » Horn**



**I. COVER LETTER**

March 5, 2020

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

660 South Figueroa Street  
Suite 2050  
Los Angeles, CA  
90017  
213 261 4040

**RE: Request for Proposals (RFP) For As-Needed Staff Augmentation Services – Traffic Engineering**

Dear Mr. Cervantes and Members of the Selection Committee:

The City of South Gate (City) is seeking a qualified, experienced consultant to provide as-needed staff augmentation services related to traffic engineering for the Public Works Department. Kimley-Horn's traffic engineering expertise and experienced project team makes us your ideal project team. Specifically, Kimley-Horn is able to offer the City the following advantages:

- ✓ **Proven Project Management and Local Expertise.** Kimley-Horn has a history of developing strong, effective partnerships with local agencies. These partnerships are based firmly on our understanding of the responsibilities our clients have to their constituents, combined with our commitment to working closely with our clients to identify practical and cost-efficient solutions. I, Matthew Stewart, P.E. will serve as the Project Manager and primary contact for the scope of services requested in the subject RFP.
- ✓ **Extensive Relevant Experience.** Our staff has extensive experience providing similar as-needed traffic engineering services in Southern California. Our proposed team member, Sowmya Chandrasekhar, P.E., T.E., PTOE has staffed the City of Buena Park as the on-call City Traffic Engineer once a week for a period of over 3 years. The Principal-in-Charge for this proposal, Sri Chakravarthy, P.E., T.E., has served as the on-call City Traffic Engineer for the City of Agoura Hills for over 13 years.
- ✓ **Thorough Understanding of the City's Project Challenges and Concerns.** We know traffic and parking studies, special studies, traffic design, traffic systems, signal timing, smart computing technologies, active transportation, reconstruction, how to work with contractors and communities, and how to minimize impacts to the residents, businesses, and the traveling public.
- ✓ **Responsiveness.** At Kimley-Horn, we believe in a strong commitment to client satisfaction. Our success has been built on a foundation of providing not only technical excellence, but also timely service and practical, money-saving solutions. We have developed strong relationships with various agency staff by working closely together throughout many years of providing our clients with quality service. Our responsiveness demonstrates that we have the professional resources to handle any assignment under this on-call, and our staff will be available throughout the duration of this contract.

We look forward to the prospect of working with the City. If you have any questions, please contact me at 213.261.4045 or at matt.stewart@kimley-horn.com. Thank you for your consideration of our qualifications.

Sincerely,  
**Kimley-Horn and Associates, Inc.**

Matt Stewart, P.E.  
Project Manager

Sri Chakravarthy, P.E., T.E.  
Principal-in-Charge





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### III. QUALIFICATION AND EXPERIENCE

#### Firm Overview

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. Founded in 1967, our company has grown from a small group of traffic engineers and transportation planners to a multidisciplinary firm of more than 4,200 in 90 offices nationwide.

Our 12 California offices, including local offices in Downtown Los Angeles, Orange, and Riverside, have more than 330 engineers, planners, designers, and technicians—affording us the depth of resources necessary to staff and execute virtually any assignment in response to the City's needs for this contract. We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer.

As a recognized nationwide leader in engineering consulting services, Kimley-Horn's professionals understand the complexities of as-needed and on-call assignments and develop solutions unique to each community we serve. We have an extensive history of completing projects successfully, on time, and within budget.

Kimley-Horn will commit the necessary resources to help support the success of each project assignment that is outlined in the scope of services. We will do this through proactive project management and continuous contact between City of South Gate staff and our team members. We have the tools that tell us exactly how and when to implement these resources.

Combining national experience with a local sensibility, Kimley-Horn's professionals provide comprehensive solutions to the planning, analysis, and design of public and private spaces. We work extensively with our internal partners, agency staff, and clients to create the appropriate technical approach for the specific task order and to provide a clear and concise scope of work.

Some of our principal practice areas include:

- Staff Augmentation
- Traffic engineering, traffic operations, and Transportation planning
- Traffic signal design and upgrades
- Traffic studies/traffic calming studies
- Traffic control plans
- Signing and striping design
- Review of Traffic Control Devices
- Signal timing
- Street circulation planning and design
- Street lighting
- Lighting photometrics analysis
- Intelligent Transportation Systems (ITS) planning, design, and fiber optic interconnect
- Active Transportation Planning and Design
- Smart Cities / Smart Computing Technologies
- Parking analysis, studies, and design
- Civil engineering design services
- Roadway design/streetscape/improvement/upgrades
- Transit planning and design
- Plan check services
- Master planning
- Public involvement and community outreach programs
- Safe routes to school design projects
- Pedestrian facilities and design
- Bicycle planning and design
- Environmental support services, including CEQA and NEPA
- Peer review and plan review
- Grant writing and administration





### We Know What it Means to Perform Work "As-Needed"

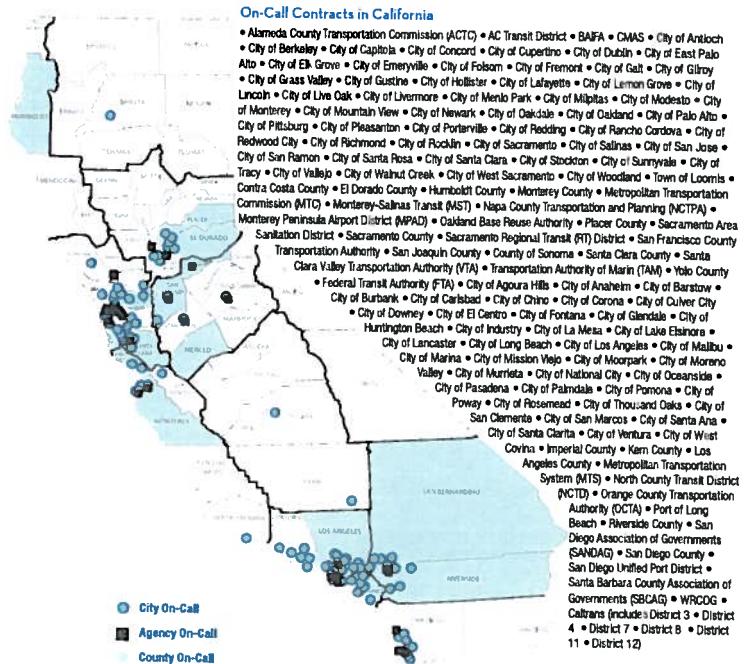
Kimley-Horn understands what it means to provide services on an as-needed basis for a local government. Kimley-Horn has experience providing on-call services to the cities of Agoura Hills, Diamond Bar, Malibu, Thousand Oaks, and many other cities and agencies. Since our founding, on-call clients have been a top priority in which we aim to serve as an extension of City staff.

The City needs a consultant with the experience and commitment to deliver highly responsive service—Kimley-Horn has been doing just that since the firm was founded over 53 years ago. Our experience completing on-call civil and traffic engineering tasks has afforded our team an in-depth understanding of typical considerations that help meet project goals and promote success. We have successfully provided services to a number of California municipalities through on-call contracts, as illustrated in the map below.

### Local On-Call Traffic Engineering Contracts

Below is a list of our most recent and current traffic on-call contracts in Southern California.

- Culver City
- Anaheim
- Industry
- Santa Monica
- Orange Country Transportation Authority
- Diamond Bar
- Chino
- Newport Beach
- Malibu
- Santa Clarita
- Agoura Hills
- Thousand Oaks
- Moreno Valley
- Menifee
- Ventura
- Lancaster





### Relevant Experience

Kimley-Horn was founded by experts in traffic engineering and transportation planning, and these disciplines continue to be the cornerstone of our practice. Our range of services covers urban and regional transportation planning, traffic signal warrant studies, traffic signal systems design and implementation, signal coordination and timing, traffic impact analyses, and seeking innovative programs to obtain financing for transportation improvements.

Because traffic engineering and transportation planning have been mainstays of Kimley-Horn's practice for over 50 years, the City of South Gate can be assured that we have the experienced professionals and resources to meet the City's needs. Some of our current and recently completed as-needed and on-call contracts are listed below:

PROJECT	PS&E	Traffic Studies	Signal Timing	Signal Coordination Plans	Conceptual Design Plans/Exhibits	Cost Estimating and Value Engineering Services	Transportation Impact Studies	Traffic Review	Traffic Calming (Neighborhood) studies	Traffic Control Plans	Bid Support	Record Drawings Prepared	Warrant Investigations for signals and turn lanes	Safety Studies	Traffic Data Collection	Traffic signal operation observation, review, and response	Traffic Signal Improvements	Review traffic control devices for State and Federal Compliance	Signing and Striping	Street Lighting	ITS Planning and Design	Active Transportation Improvements
On-Call Traffic Engineering, Newport Beach	✓	✓			✓	✓			✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Traffic Engineering, Anaheim	✓	✓					✓		✓				✓		✓				✓		✓	✓
On-Call Traffic Plan Check Services, Anaheim		✓					✓	✓		✓												✓
On-Call Engineering Services, Santa Ana	✓	✓			✓	✓				✓			✓		✓			✓	✓	✓	✓	✓
On-Call Traffic Engineering, Port of Long Beach	✓	✓	✓	✓	✓	✓					✓	✓	✓	✓	✓		✓		✓	✓	✓	✓
On-Call Traffic Engineering, OCTA	✓		✓	✓	✓	✓					✓	✓			✓	✓	✓		✓	✓	✓	✓
On-Call Engineering Services, Malibu	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Engineering Services, Agoura Hills	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Traffic Engineering, County of Los Angeles	✓	✓	✓	✓	✓	✓					✓	✓	✓	✓	✓		✓		✓	✓	✓	✓
On-Call Engineering Services, City of Industry	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Engineering Service, West Covina	✓	✓			✓	✓					✓	✓		✓	✓	✓	✓		✓	✓	✓	✓
On-Call Engineering Services, Burbank	✓	✓	✓		✓	✓					✓	✓	✓	✓	✓	✓	✓		✓	✓		✓
On-Call Traffic Engineering, Calabasas	✓	✓			✓	✓					✓	✓		✓	✓	✓	✓		✓	✓		✓
Baseline Timing Project, Rancho Cucamonga	✓	✓	✓	✓	✓	✓					✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
On-Call Engineering Services, Santa Clarita	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Engineering, Glendale	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
On-Call Engineering Services, Palmdale		✓											✓		✓		✓		✓	✓	✓	✓
On-Call Engineering Services, Chino	✓	✓	✓		✓	✓					✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
On-Call Engineering, Caltrans District 7 and 8	✓				✓	✓						✓					✓		✓	✓	✓	✓
On-Call Traffic Engineering, Moorpark		✓	✓												✓							
On-Call Traffic Engineering, Poway	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Traffic Engineering Services, Riverside County	✓	✓			✓	✓					✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
As-Needed Traffic Engineering and Transportation Planning Service, Thousand Oaks	✓	✓			✓	✓		✓		✓	✓	✓	✓	✓	✓		✓		✓			





## References

Kimley-Horn understands that real collaboration requires far more than a partnership—it also means earning trust by living up to our promises day in and day out. Our clients consistently tell us that Kimley-Horn provides a better experience. That's the truth behind our reputation—with Kimley-Horn, you can expect more and experience better. We are proud of the projects we have worked on and the relationships we have built with our clients. We hope that you will reach out to them. Below we have provided 3 references for our proposed team as a whole.

### *On-Call General Engineering Services, Agoura Hills, CA*

Kimley-Horn provides on-call traffic engineering and plan checking services for the City of Agoura Hills for as-needed traffic operations analysis and services. Among the projects Kimley-Horn has undertaken for the City under this on-call contract is the completion of PS&E for the installation of a fiber optic traffic signal and video detection communication system for the City. This project involved the interconnect of approximately 20 signalized intersections, and installation of video detection. Also included in this project was the development of citywide traffic signal timing plans for the coordination of a network of 20 signals using Synchro software. The project also included travel time studies, implementing timing plans, fine-tuning of timings, and preparing the final report. Also as part of the on-call contract, Kimley-Horn successfully completed a citywide engineering and traffic survey at 25 locations on nine arterials and collector streets. The project included collection of radar speed survey and Average Daily Traffic (ADT) data at 25 locations and review of existing accident rate summary data to recommend new posted speed limits. The speed survey report was presented to the City Council and was adopted in October 2011.

**Reference:** Ramiro Adeva, P.E., Community Development Director, City of Agoura Hills, 30101 Agoura Ct, Agoura Hills, 91301 818.597.7353, [radeva@ci.agoura-hills.ca.us](mailto:radeva@ci.agoura-hills.ca.us)

### *On-Call Traffic Engineering Services, Malibu, CA*

Kimley-Horn provides on-call traffic engineering services to the City of Malibu for the last six years. Services under this contract included conducting engineering and traffic surveys; performing review of traffic control plans, traffic impact analysis reports, and safety studies; parking studies; feasibility/ conceptual studies and reports and recommendations for preliminary, final and construction design studies; applicable subconsultant and engineering disciplines; preparation of construction plans, specifications and estimates; research of utilities and other records; collecting and analyzing traffic data; and participating in meetings with City staff associated with various development and improvement projects. As part of this contract, Kimley-Horn was awarded a project in 2014 to update the Engineering and Traffic Survey for the City Streets, previously completed in 2007. The study included ADT data collection and radar speed surveys at 40 locations within the City, as well as the review and analysis of collisions at key locations. The study helped the City verify, increase, or decrease the existing speed limits within Malibu based on the data and results of this survey.

**Reference:** Adam Chase, P.E., T.E., Assistant Public Works Director, City of Malibu, 23825 Stuart Ranch Rd, Malibu, CA 90265 310.456.2489 ext. 370, [AChase@malibucity.org](mailto:AChase@malibucity.org)

### *On-Call Traffic and Transportation Engineering Services, Diamond Bar, CA*

Kimley-Horn was selected for providing On-Call Traffic Engineering services by City of Diamond Bar based on our performance on the Adaptive Traffic Control Systems Design and Implementation project which is the first citywide adaptive control system deployment in the state of California. As part of the on-call traffic engineering services support, we provide a review of parking studies, traffic control plans, developmental review, traffic signal timing improvements, TMC support and communication systems support to the City staff.

**Reference:** Christian Malpica, Associate Engineer, City of Diamond Bar, 21810 Copley Dr, Diamond Bar, CA 91765 909.839.7042, [CMalpica@DiamondBarCA.gov](mailto:CMalpica@DiamondBarCA.gov)



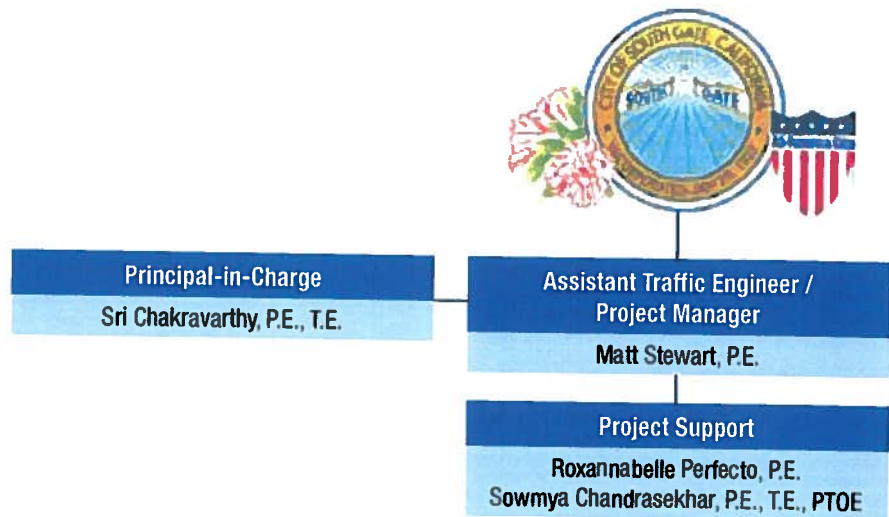


### Project Team and Experience

When you choose a consultant, you are really choosing the people who offer you the technical expertise, hands-on experience with similar projects, and commitment to a high standard of quality and client service that will make your projects as successful as you have envisioned. We have given careful consideration to the composition of our team. **Matt Stewart, P.E.** will be the primary contact for the City, providing overall management and coordination for Kimley-Horn's as-needed services. Matt will be supported by a team of experienced engineers, including Principal-in-Charge, **Sri Chakravarthy, PE, T.E.**, who has over 16 years of experience in traffic operations and transportation engineering. We have identified the most qualified personnel with recent, relevant experience to be available to work with you. Our team has extensive knowledge and proficiency in current Caltrans standards and procedures, traffic engineering modeling and methodologies, County of LA traffic standards and methodologies, and State of California Vehicle Code. The organization chart below highlights our proposed team members' roles.

### Team Member Availability

We have carefully selected a key team of professionals who offer the high level of responsiveness you need for the duration of this contract, in terms of exceptional local understanding and support, and extensive experience in the disciplines you require. The depth of our staff in required areas of expertise and our familiarity with the needs of municipalities allows us to maximize our coordination efforts while integrating resources, adhering to project schedules, and effective budget management. With these processes in place, we can meet the technical and staffing needs anticipated for this contract.



The individual members of our project team were selected using two criteria: (1) their experience with a wide range of municipal projects, and (2) their availability to assume major technical responsibilities within this contract timeframe. Kimley-Horn uses a proactive management system, known as "cast-aheads" to detail every project's personnel needs and also to determine each staff person's availability. By continuously matching project needs with staff availability, our cast-aheads system is an accurate tool for keeping our projects on schedule. The table below demonstrates our team's availability for the duration of the contract.

Team Member	Availability
Matt Stewart	70%
Sri Chakravarthy	20%
Roxannabelle Perfecto	40%
Sowmya Chandrasekhar	40%





## Staff Resumes

### MATT STEWART, P.E.



#### Assistant Traffic Engineer / Project Manager

Matt has experience in traffic engineering, transportation planning, and traffic safety analysis. His expertise includes traffic signal operations and design, ITS design, crash data analysis, and traffic impact analysis. Most recently, he worked on two traffic signal synchronization projects in Orange County, specifically Chapman Avenue in Garden Grove and Orange and on El Toro Road in Lake Forest and Mission Viejo. Matt has experience in data collection and field review, traffic signal timing optimization, traffic management center (TMC) and controller cabinet timing implementation, finetuning, and corridor before and after studies.



#### RELEVANT EXPERIENCE

- **On-Call Civil and Traffic Engineering Services, Diamond Bar, CA** – Analyst
- **On-Call Civil and Engineering Services, Agoura Hills, CA** – Analyst
- **Traffic Signal Design at Thousand Oaks Boulevard/Argos Street, Agoura Hills, CA** – Analyst
- **PCH (Route 1) Mobility Improvements at Various Locations, Malibu, CA** – Analyst
- **Pacific Coast Highway Signal System Improvements Project, Malibu, CA** – Analyst
- **ITS Phase IV, V, and VII, Santa Clarita, CA** – Project Engineer
- **Chapman Avenue Corridor Traffic Signal Synchronization Project, Orange County, CA** – Analyst
- **Landing at Riverpark Traffic Signal Design, Oxnard, CA** – Analyst
- **1515 Granville Avenue Traffic Design, Los Angeles, CA** – Analyst
- **Design of Traffic Signal Interconnect Improvements City Projects, Rancho Mirage, CA** – Analyst
- **Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA** – Analyst
- **Newport/Orange County Fiber Design, Newport Beach, CA** – Analyst



#### Professional Credentials:

- **Master of Science, Transportation Engineering, University of California, Berkeley**
- **Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles**
- **Professional Engineer in California #90465**



## SRI CHAKRAVARTHY, P.E., T.E.

### Principal-in-Charge

Sri has more than 16 years of traffic operations and transportation engineering experience. Since beginning his career with Los Angeles County prior to joining Kimley-Horn, Sri has participated in a wide variety of traffic signal synchronization, ITS operations projects, and on-call traffic engineering services. His project management experience includes traffic signal operations, traffic signal design, traffic impact studies, corridor planning, signal justification studies, site-specific traffic circulation and safety studies. His key areas of expertise include traffic signal timing, signal design, ITS, transportation modeling, grant applications, and statistical analysis. Most recently, he has been serving as the On-Call Engineering Services Project Manager for the Cities of Agoura Hills, Malibu, San Clemente, and Rancho Cucamonga.



### Professional Credentials:

- Master of Science, Civil Engineering, Louisiana State University
- Bachelor of Science, Civil Engineering, Kakatiya University
- Professional Civil Engineer in California #7362
- Professional Traffic Engineer in California #2531



### RELEVANT EXPERIENCE

- On-Call Civil and Engineering Services, Agoura Hills, CA – Project Manager
- On-Call Civil and Engineering Services, Malibu, CA – Project Manager
- On-Call Civil and Traffic Engineering Services, Diamond Bar, CA – Project Manager
- Ventura Traffic Signal Communication System Upgrade Phase I, Ventura, CA – Project Manager
- Landing at Riverpark Traffic Signal Design, Oxnard, CA – Project Manager
- Design for Kazan/Walnut Traffic Signal Improvements, Irvine, CA – Project Manager
- Dunnigan/Arnell Traffic Signal Design, Camarillo, CA – Project Manager
- Rancho Road/US 101 Interchange Improvements, Thousand Oaks, CA – Project Manager
- Paseo Westpark at San Remo Intersection Safety Analysis, Irvine, CA – QC/QA
- Final Design Services (HSIP) for Traffic Signal Improvements along Studebaker Road, Norwalk, CA – Project Manager
- Design Services (HSIP) for Traffic Signal Improvements along Alondra Boulevard, Norwalk, CA – Project Manager
- Rice Avenue/5th Street Grade Separation Preliminary Engineering and Final Design (Traffic and Electrical Design), Oxnard, CA – Project Manager
- Pacific Coast Highway Signal System Improvements Project, Malibu, CA – Project Manager
- Agoura Road Fiber Optic and Systems Integration, Agoura Hills, CA – Project Manager
- U.S. 101/23 Interchange PS&E Traffic and Electrical Design, Thousand Oaks, CA – Project Manager



## ROXANNABELLE PERFECTO, P.E.

### Project Support

Roxannabelle has more than five years of engineering design and CADD experience in traffic engineering, roadway design, and land development. Her experience includes traffic and intersection analyses, traffic control design, striping design, and street improvement design for both public and private sector clients.



### RELEVANT EXPERIENCE

- **On-Call Civil and Engineering Services, Agoura Hills, CA** – Plan Check Support
- **Computerized Traffic Signal System and ATMS Implementation, Agoura Hills, CA** – Analyst
- **ITS Phase II, III, IV, V and VII, Santa Clarita, CA** – Analyst
- **Alondra Boulevard Traffic Signal Improvements, Norwalk, CA** – Project Engineer
- **Riverside Fiber-Optic Improvements, Burbank, CA** – Analyst
- **Flashing Yellow Arrow Project, Rancho Cucamonga, CA** – Project Engineer
- **Ventura Traffic Signal Communication System Upgrade Phase I, Ventura, CA** – Project Engineer
- **San Fernando Boulevard and Burbank Boulevard Improvements, Burbank, CA** – Analyst
- **Fiber-Optic Communication Design and Traffic Signal Design** – Analyst
- **Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA** – Analyst
- **Newport/Orange County Fiber Design, Newport Beach, CA** – Analyst



### Professional Credentials:

- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- Professional Engineer in California #88942

## SOWMYA CHANDRASEKHAR, P.E., T.E., PTOE

### Project Support

Sowmya has over 12 years of professional experience as a transportation engineer, and is experienced in traffic signal designs, illumination designs, temporary/permanent traffic control plans, traffic control warrant analyses, corridor operational analyses, traffic impact analyses, parking studies, pedestrian studies, crash analyses, and innovative intersection improvements. Sowmya has provided support for the development of transportation simulation models, preparation of grant applications, and review of connected vehicle applications for agencies.



### RELEVANT EXPERIENCE

- **On-Call Transportation Engineering Services, City of Buena Park, CA** – Project Manager\*
- **On-Call Civil and Traffic Engineering Services, City of Diamond Bar, CA** – Senior Project Engineer
- **Pacific Coast Highway (PCH) Signal System Improvements Project, City of Malibu, CA** – Senior Project Engineer
- **Traffic Management Center (TMC) Staffing Event Management, City of Santa Monica, CA** – Engineer\*
- **Traffic Management Center (TMC) Staffing Special Events, City of Pasadena, CA** – Engineer\*

\*Prior to Kimley-Horn



### Professional Credentials:

- Master of Science, Civil Engineering, Missouri University of Science & Technology
- Bachelor of Science, Civil Engineering, Visvesvaraya National Institute of Technology, India
- Professional Engineer in California #83100
- Professional Traffic Engineer in California #2760
- Professional Traffic Ops Engineer #3323
- Professional Engineer in Texas #109776





### Our Project Understanding

As Assistant to the City's Traffic Engineer, Matt will work closely and under the supervision of Mr. Jose Loera. Matt will coordinate with Mr. Loera and his staff to provide the full range of services specified in the City's As-Needed Augmentation Services-Traffic Engineering RFP, dated February 10, 2020.

To serve in this capacity, we understand that a thorough knowledge and proficiency in current traffic engineering guidelines and standards is required, including but not limited to, Caltrans standards and procedures, traffic engineering modeling and methodologies, County of LA traffic standards and methodologies, and State of California Vehicle Code. Matt will work with the City to cover all tasks under the RFP section titled 'Scope of Services' as well as additional tasks required to meet the Public Works Department's goal for mobility within the community.

It is understood that the City requires only one person to provide the requested professional traffic engineering services. However, based on our experience serving in this capacity for multiple agencies, we understand that additional staff may be occasionally needed to meet an aggressive deadline or assist in solving a specialized technical issue. For this purpose, we have proposed two qualified engineers as support staff. We also have ample other resources in California and firmwide to help address complex traffic engineering issues.

Addressing most traffic engineering issues entails performing investigations, including field review, data collection, referencing applicable guidelines and standards, summarizing findings in reports, and providing recommendations. Some examples include:

- Responding to citizen requests, questions, suggestions, complaints and concerns.
- Developing new programs to address the City's emerging traffic needs.
- Reviewing City's traffic circulation system.
- Providing technical support in litigation cases involving traffic safety issues.
- Conducting Engineering and Traffic Surveys per California Manual on Uniform Traffic Control Devices (CA MUTCD) guidelines, and Roadway Safety Audits (RSA).
- Conducting miscellaneous traffic investigations to determine the adequacy of existing traffic control devices and proposing alternative traffic safety measures.
- Conducting parking studies.
- Providing technical assistance for traffic signal design and day-to-day operations of traffic signals.
- Reviewing and preparing service requests for traffic control measures such as red curbs, stop signs, loading zones, restrictive parking signs, etc.

Kimley-Horn staff will also provide assistance in reviewing capital and development related plans, such as:

- Reviewing traffic studies with respect to traffic, parking and congestion-related issues.
- Reviewing development projects and/or traffic studies to identify traffic-related impacts from new construction.
- Preparing, reviewing and approving traffic control and channelization plans.

The proposed Kimley-Horn senior staff will be responsible for a variety of other essential functions related to meetings with the City Council, Commissions, Department Heads, and members of the public, which include:

- Preparing presentations at City Council Meetings, Parking and Public Improvements Commission Meetings, etc.
- Preparing staff reports, presentations, memos, and other materials and information for public meetings.
- Attending special meetings, on an as-needed basis.
- Assisting in providing an interface with local, regional, and state transportation agencies, including LA Metro, LA County, and Caltrans.





Our approach in handling the scope of work is based on two core principles:

**Timely Execution.** In completing our task, we will focus on the timely execution of our duties. We will accomplish this through effective communication and using our available and experienced staff. Our project manager, Matt Stewart, will continually inform City staff of work status on a weekly basis through phone/in-person conversations, e-mail dialogue, formal status reports, and regularly scheduled meetings. Our project staff were carefully selected for their experience and proven ability to work as a team. They are committed as the primary contributors to the work.

**Effective Communication.** Communication between our team and the City is critical to thoroughly understanding your vision and implementing the innovative and cost-effective solutions that our team is known for. Our previous experience has taught us adherence to demanding schedules and the importance of communication. Effective communication begins with listening to the City of South Gate's ideas about, concerns regarding, and goals for the requested services. Making certain that our team and your staff are on the same page throughout the course of the contract will help avoid or mitigate potential problems or issues that might arise.

### Quality Control

At Kimley-Horn, quality is essential to all phases of a project life-cycle, including inception, planning, design, construction, and operations. Kimley-Horn measures the success of our quality by the following metrics:

- Client satisfaction
- Limited construction change orders
- Construction costs near our engineers' opinion of costs
- Project delivery within schedule and budget

To achieve the above metrics, we actively implement our firm-wide Quality Control/ Quality Assurance (QC/QA) policies and procedures on all our projects.

- **Quality of Scope and Schedule:** Quality starts with a mutual understanding of project goals and deliverables. Our team includes technical experts who provide senior-level review of the scope of work, budget, and schedule before they are presented to the client.
- **Quality of Planning and Preliminary Engineering:** We listen and tailor our projects to the requirements of the end user. Where applicable, we coordinate closely with the ultimate user throughout the life of the project. Our teams emphasize consensus building with the key project stakeholders early, to aid in development of the basis of the design. We utilize proven tools to help communicate and visually represent the end product, such as visual simulations, operational modeling software, material boards, and architectural renderings.
- **Design Quality:** The true test of the quality of a design occurs during construction of the project. Anything missing from the design or ambiguity on the plans or in the specifications is found by the contractor. Our goal is to minimize construction changes through a thorough and complete QC/QA process prior, to, and during the design. Kimley-Horn's quality control starts with experienced, proficient professionals who know how to implement innovative, cost-saving ideas and employ project management practices that have proven to be successful. Key parts of quality control during the design process are field visits and site knowledge, understanding of regulatory and funding requirements, and technical knowledge.
- **Project Construction Bids:** Kimley-Horn's quality control measures focus closely on construction estimates. Our team has extensive resources and recent experience that we combine with unit prices taken from recent similar projects to create our engineer's opinion of probable construction cost. The quality and accuracy of our estimates is the result of our early efforts to define basis of design assumptions and identify technical methods.

### KIMLEY-HORN QUALITY CONTROL IS





- Reviews by senior technical staff help ensure the quality of the estimate. We are proud of our success rate—our recently bid projects have consistently come in at or slightly below the engineer's estimate.
- **QC/QA Implementation:** The QC/QA plan that Kimley-Horn and its team members will follow in the execution of services prepared under this contract is currently being utilized successfully on our other local public contracts and includes the following six key elements:
  - **Structure:** Each QC/QA plan includes a project manager (responsible for the overall quality of the project), technical managers (engineers responsible for discipline design development), and a QC/QA manager (responsible for verifying that the QC/QA plan is being implemented and followed).
  - **Procedures:** Intra-disciplinary checking of documents will be performed by a competent individual within each discipline other than the designer. We have established a color-coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments to ensure that suggested changes to the documents are given adequate consideration and the resolution is documented (performed by the designer); a review that ensures changes to the documents are completed in the original documents (performed by the designer); and finally, a review that ensures changes to the documents are completed accurately (performed by the checker).
  - **Inter-Disciplinary Reviews:** Inter-disciplinary reviews and coordination are performed throughout the project and prior to key submittals, when senior staff from the various discipline groups are brought together to discuss and comments on the interaction of the overall project elements.
  - **Quality Assurance Audit:** The QC/QA manager will be responsible for conducting a quality assurance audit after completion of the checking and review process and prior to the submittal of any document or deliverable.
  - **Deliverables and Document Control:** The project manager will manage the submission of design documents after the QC/QA audit is complete and at milestone completion dates.
  - **Corrective Action Measures:** Corrective action measures will be taken if incorrect or nonconforming work is discovered in deliverable items that have already completed the QC/QA process





### Exceptions to Sample Agreement

Kimley-Horn has reviewed the sample Agreement for Professional Services included with the RFP and would like to discuss the following modifications with the City.

#### 6. Consultants Personnel

D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature to the extent arising from alleged violations of personnel practices, or of any negligent acts or omissions by Consultant in connection with the work performed arising from this Agreement.

#### 8. Indemnity and Insurance.

A. To the fullest extent permitted by law, Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner to the extent arising out of or related to Consultant's negligent or willful acts, errors or omissions, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportional percentage of fault.

#### 14. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. However, any modification made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.



**CONTACT**

**MATT STEWART, P.E.**

**213.261.4045**

**[matt.stewart@kimley-horn.com](mailto:matt.stewart@kimley-horn.com)**

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8650

## EXHIBIT B

1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754

T: 323.260.4703 | F: 323.260.4705 | [www.koacorp.com](http://www.koacorp.com)

MONTEREY PARK ORANGE ONTARIO SAN DIEGO CULVER CITY LA QUINTA

TO

Mr. Jose Loera  
Project Manager  
City of South Gate  
SUBMITTED VIA EMAIL  
[jloera@sogate.org](mailto:jloera@sogate.org)

FROM

Mr. Chuck Stephan, PE, VP  
Director of CM Division  
2141 W. Orangewood Ave  
Orange CA 92868  
T: 323.260.4703  
F: 323.260.4705  
C: 310.525.0678  
[cstephan@koacorp.com](mailto:cstephan@koacorp.com)

RFP for

**ADD ON SERVICES for  
Construction Inspection Services  
for 10920 Garfield Avenue  
Street & Water Utilities  
Improvement Project**

DATE

June 23, 2020

**KOA Corporation** is pleased to submit this proposal to the **City of South Gate** for **ADD ON SERVICES for Construction Inspection Services for 10920 Garfield Avenue Street & Water Utilities Improvement Project**. KOA is currently providing construction inspection services to the City of South Gate for the noted project. The Contractor has noted that the project will extend an additional 30 days, and the City has asked for a proposal to continue KOA's Construction Inspection services for this period.

We propose to continue the services at the current scope of effort and rates. Matt Card will continue to provide the Construction Inspection services. For a 30 working day extension, the estimated fee would be:

30 days x 8 hours/day x \$125/hour = \$30,000.

Please let me know if the proposed ADD ON Services proposal is acceptable, and if so, provide an amended P.O. and/or Notice to Proceed.

We appreciate working with the City of South Gate. If you have any questions, feel free to contact me via cell at 310.525.0678 or via email at [cstephan@koacorp.com](mailto:cstephan@koacorp.com). For more information regarding KOA Corporation, please see our website at [www.koacorporation.com](http://www.koacorporation.com).

We look forward to continue serving the City of South Gate on this important project.

Sincerely,  
**KOA Corporation**



Chuck Stephan, PE  
Vice President, Director of CM Division

RECEIVED

JUL 21 2020

# City of South Gate

# Item No. 5

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

2:30pm

## AGENDA BILL

For the Regular Meeting of: July 28, 2020

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:


  
Michael Flad

**SUBJECT: AGREEMENT WITH AARC CONSULTANTS, LLC, TO PERFORM A WATER SYSTEM RISK AND RESILIENCE ASSESSMENT AND UPDATE TO THE EMERGENCY RESPONSE PLAN FOR COMPLIANCE WITH AMERICA'S WATER INFRASTRUCTURE ACT**

**PURPOSE:** To award a contract to AARC Consultants, LLC, to perform a Risk and Resilience Assessment of the City's municipal water system and update the Emergency Response Plan to comply with the America's Water Infrastructure Act of 2018.

**RECOMMENDED ACTIONS:**

- a. Approve Agreement with AARC Consultants, LLC, to perform a Risk and Resilience Assessment of the City's municipal water system and update the Emergency Response Plan to comply with America's Water Infrastructure Act of 2018, for an amount not to exceed \$121,085; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

 **FISCAL IMPACT:** There is no fiscal impact to the General Fund. The Agreement is for a not to exceed amount of \$121,085. Water Funds in the amount of \$200,000 are budgeted in Account No. 411-731-71-6101 (Water Fund- Professional Services) for these services.

**ANALYSIS:** The America's Water Infrastructure Act of 2018 (AWIA) requires drinking water systems serving more than 3,300 people to (a) conduct a Risk and Resilience Assessment (RRA) of their community water systems, and to (b) develop or update corresponding Emergency Response Plans (ERP). Water systems must complete the initial RRA and self-certify their compliance to the Environmental Protection Agency (EPA) by December 31, 2020. The ERP must be submitted to the EPA within six months after the RRA is self-certified. The AWIA Act of 2018 also requires that agencies update their ERP every five years.

The proposed agreement is necessary to prepare the RRA and update the ERP to meet EPA requirements of the AWIA. AARC Consultants, is recommended for the contract. The negotiated contract amount is \$121,085. The fee is reasonable. Staff surveyed a total of fifteen cities and water districts and found the cost to prepare the RRA and update the ERP to range from \$98,463 to \$250,000.

**BACKGROUND:** The City serves drinking water to a population of approximately 88,654. As such, the City must prepare an RRA and ERP update to comply with the requirements of AWIA. The RRA will evaluate the current infrastructure and assess the vulnerabilities to a natural hazard or a malevolent act to the water system. Its requirements are the following:

- Assess the level of the risk to the water system from malevolent acts and natural hazards;
- Assess the resilience of the pipes and constructed conveyances, physical barriers, source water, treatment, storage, and distribution facilities;

- Assess the resilience of electronic, computer, and other automated systems such as SCADA, including security of such systems (cybersecurity);
- Assess monitoring, operations and maintenance practices;
- Assess the financial and billing systems; and
- Assess the chemical storage and handling systems.

An ERP describes strategies, resources, plans and procedures to prepare for and respond to an incident, natural or man-made, that threatens life, property, or the environment. Incidents can range from small main breaks to localized flooding or large scale earthquakes, storms or system contamination. The City prepared the ERP in 2013. It will be updated based on the findings of the RRA to include strategies and resources to improve the resilience of the system. The requirements of the RRA are the following:

- Plans and procedures that can be implemented, and equipment that can be utilized in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- Actions, procedures and equipment which can significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options; and
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

On February 24, 2020, a Request for Proposals (RFP) was released to eight qualified consulting firms. On April 6, 2020, proposals were submitted by two firms as summarized below:

Consultant	RRA	ERP	Total Fee
AARC Consultants	\$69,560	\$54,965	\$124,525
GEI Consultants	\$145,450	\$104,035	\$249,485

As part of the proposal's evaluation, a technical panel comprised of the Water Division Manager, Senior Engineer and Water System Lead Operator, interviewed the consultants. This selection process weighed a number of factors including project manager and team qualifications, experience in similar projects, understanding of technical issues, fees, and experience in preparing similar plans and reports. Based on the ranking criteria, AARC Consultants received the highest ranking from the panel, and is therefore recommended for the contract. AARC Consultants provides the following:

- **Qualified Project Team** – With more than 25 years of public and private sector experience and 13 AWWA Risk and Resilience Certified AWIA personnel, the project team for AARC is highly qualified and trained to conduct this specialized RRA assessment and ERP development.
- **Comprehensive Approach** – AARC Consultants showed a clear understanding of the AWIA requirements and deadlines. Their detailed approach and systematic plan to conduct the RRA and ERP focused on both meeting the EPA requirements and training staff. Several table top exercises will be conducted to train staff on emergency procedures and review possible system vulnerabilities to adequately respond to emergencies.
- **Experience on Similar Projects** – Has completed over 110 Risk Assessments, 50 Vulnerability Assessments, 13 Resilience Assessments of Military Bases, and over 25 Marine Port security plans. AARC has eight current AWIA contracts.

**ATTACHMENTS:** A. Proposed Professional Services Agreement  
 B. FAQ on AWIA

CC:lc



**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR THE AWIA RISK AND RESILIENCE ASSESSMENT AND EMERGENCY  
RESPONSE PLAN BETWEEN THE CITY OF SOUTH GATE AND  
ARRC CONSULTANTS, LLC**

This Agreement for Professional Services the Risk and Resilience Assessment and Emergency Response Plan ("Agreement"), is made and entered into on July 28, 2020, by and between the City of South Gate, a municipal corporation, ("City"), and AARC Consultants, LLC, a Texas corporation with offices within the City of Los Angeles, whose California Secretary of State's Entity Number is 201523610304 ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City has the need for certain technical and professional engineering services in connection with that certain project identified as: The City of South Gate AWIA Risk And Resilience Assessment and Emergency Response Plan.

**WHEREAS**, Consultant represents that it has in its employ experienced personnel who are licensed and qualified to render such services; and

**WHEREAS**, City wishes to retain Consultant on the terms and conditions contained in this Agreement to render such services as the City may from time to request.

**NOW, THEREFORE**, the Parties agree as follows:

1. Parties to the Agreement.

The Parties to the Agreement are:

City: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.

Consultant: AARC Consultants, LLC  
1875 Century Park East, Suite 700, PMB #138  
Los Angeles, CA 90067

2. Representatives of the Parties and Service of Notices.

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

- A. The principal representative of the City shall be:  
Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works

Public Works Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

- B. The principal representative of the Consultant shall be:

Scott Thomas, PhD Vice President  
AARC Consultants, LLC  
1875 Century Park East, Suite 700, PMB #138  
Los Angeles, CA 90067

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

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

E. Any notice required or permitted hereunder, when served by mail, shall be effective three (3) calendar days after the date of mailing of the same, and when served by facsimile transmission, email or personal delivery shall be effective upon receipt.

3. Description of Work.

Consultant shall provide, in accordance with generally accepted professional standards currently in effect, such services within the Scope of Work as may be requested in writing from time to time during the term of this Agreement by the Assistant City Manager/Director of Public Works of the City of South Gate ("Director"). The anticipated Scope of Work ("Services") is set forth in the Proposal (Exhibit "A") and Fee Schedule (Exhibit "B") attached hereto and incorporated herein by this reference (collectively, the "Proposal"). The Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director.

In requesting the services of Consultant, the Director shall identify the project, program or activity for which such services are requested and shall establish the maximum amount to be charged by Consultant on such project, program or activities the time limit within which Consultant is to complete the work, and the charge point to be used by Consultant in billing the City. Consultant's charges on any project, program or activities shall not exceed the maximum amount so established without the express prior written approval of the Director.

4. Commencement and Completion of Work.

The execution of this Agreement by the Parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through the Director has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work described in Exhibit "A" shall be completed within the

time schedule noted in each proposal for such work, exclusive of any review periods required by City and any extensions approved pursuant to Section 6, below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Director.

5. Term.

The term of this Agreement shall **commence on the date that the agreement is signed by all Parties**, subject to the provisions of Section 11 below, and **shall expire on August 30, 2021**. It is Consultant's responsibility to request an extension at least sixty (60) days in advance of the expiration of the term of the Agreement, if Consultant believes the Services cannot be completed by that expiration date. The Director, or his authorized representative, is authorized to approve in his or her sole discretion a contract extension of up to one (1) year from the date of the expiration of the original term of this Agreement.

6. Extension of Time for Completion of Work.

A. Consultant shall keep the Director, or his designee, fully informed on a regular basis regarding the status and progress of the delivery of Services under this Agreement, including any activities performed and planned, and any meetings scheduled or desired.

B. If, at any time, the work is delayed due to suspension order by the City, or due to strike, lockout, accident, act of God, additional work authorized by the City, any other cause, and as to which, in the reasonable opinion of the City, such delay was unforeseeable and beyond Consultant's control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 12, below.

C. Consultant shall submit a written request for an extension of time based on any such delay to the Director within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period may, in the City's sole discretion, constitute a waiver of Consultant's right to request an extension of time for that delay. The Director shall, in his sole discretion, determine whether and to what extent any extension of time shall be permitted. The Director shall approve or decline any such request in writing.

D. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed and additional compensation therefore is approved by the Director as set forth below in this paragraph. If, during the course of the performance of the Services additional services beyond the Scope of Work are, in the opinion of the Director, required or desired, the Director may authorize such additional work by Consultant. Consultant shall perform such additional services ("Additional Services") as may be requested from time to time by the Director. Any additional compensation due and payable to Consultant shall be based on the budget and hourly rates included in the Proposal and will not be paid unless authorized in writing by the Director prior to Consultant's performance of the additional services.

7. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in the Proposal.

8. Independent Contractor.

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

- a. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.
- b. Indemnification of CalPERS Determination- In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. Consultant's Personnel.

A. All Services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a business license as required by the South Gate Municipal Code.

B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services, and compliance with all reasonable performance standards established by City.

C. Consultant shall be responsible for payment of all employees and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability,

workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall not remove or reassign any personnel identified in the proposal or assign any new or replacement personnel without the prior written consent of the Director, which consent shall not be unreasonably withheld or delayed. Consultant has designated Scott Thomas to coordinate and manage the delivery of Services under this Agreement ("Project Manager"). The Project Manager shall be available to the Director, or designee, at all reasonable times during the term of the Agreement.

10. Compensation.

A. The Consultant will be reimbursed for hours worked at hourly rates specified in the Proposal. The specified hourly rates shall include direct salary costs, employee benefits, wages, employer payments, overhead and fee. These rates are not adjustable during the term of this Agreement. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in the Proposal. Unless increased by the consent of the Director in connection with delays pursuant to the provisions of Section 6.C above, the total compensation to be paid by City to Consultant for all Services **shall not exceed \$121,085.**

B. On or before the fifth day of each calendar month following commencement of the Services, Consultant may cause to be made and submitted to City a written estimate of the value of all work completed up to the first day of the month in which the estimate is made. In reviewing and approving such estimate, the City may consider, in addition to other facts and circumstances, the relationship of the work completed to the work remaining to be done. The City shall have the right to retain ten percent (10%) of the estimated cost of the work as partial security for Consultant's performance of this Agreement. Within forty-five (45) days after approval of Consultant's estimate, City shall pay to Consultant the balance of such estimated value after deducting therefrom all prior payments and all sums to be retained as partial security under the terms of this Agreement.

C. Upon satisfactory completion of all work and services described in the Proposal, and City's approval thereof, City shall pay to Consultant the total amount remaining due for each increment or phase of the work, including all funds retained as partial security. Final payment shall be made by City to Consultant within thirty (30) days after City's written acceptance of the work.

D. No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any Services performed or materials provided by Consultant, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

E. Consultant shall be required to attend meetings as necessary in the delivery of the projects, programs or activities for which the Services are requested. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

F. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this article.

11. Indemnity and Insurance.

A. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives ("Indemnified Parties"), from all actions, suits, proceedings, liability, damages, claims, costs and expenses of any kind or nature whatsoever ("Claims") which may be brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them, alleging (a) injury to or death of persons or damage to property, including property owned by or under the care and custody of City, and that such injury, death, or damage arises from or is attributable to or caused by the negligence or willful misconduct of Consultant, its officers, employees, subcontractors, agents, or representatives in connection with or pertaining to performance of the Services. The City shall notify Consultant of any such Claim, shall tender its defense to Consultant, and shall assist Consultant, as may be reasonably requested, in such defense. Upon such notification and tender, Consultant shall have the independent duty to defend such Claim and to indemnify the Indemnified Parties. If a court of competent jurisdiction determines that the Claim was caused by the negligence or willful misconduct of the Indemnified Parties, or any of them, Consultant's duty of indemnity shall be reduced by the percentage of negligence or willful misconduct the court attributes to the Indemnified Parties, or any of them. Payment of a Claim shall not be a condition precedent to an Indemnified Party's right to defense and indemnity.

B. As a condition precedent to the effectiveness of this Agreement, and without limiting Consultant's obligations of indemnity set forth above, Consultant shall procure and maintain in full force and effect during the term of this Agreement, the following types and levels of insurance with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California:

1. Professional Liability insurance with a limit of not less than \$1,000,000.
2. Workers' Compensation and Employer's Liability
  - Workers' Compensation-coverage as required by law.
  - Employer's Liability-limits of at least \$1,000,000 per occurrence.
3. Comprehensive General Liability
  - Combined Single Limit-\$2,000,000.

The automobile insurance shall be in an amount of \$1,000,000 per person and \$2,000,000 per accident. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to cancellation of the policy, ten (10) days' notice if cancellation is due to nonpayment of premium.

4. Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. Additional Insured Endorsement shall be on form CG 20 10 11 85.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 11.A.

C. Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

D. The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

E. Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

## 12. Termination

### A. Termination for Convenience

The City Council may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City pursuant to this Section 12.A, Consultant will be paid a total amount equal to its actual costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

### B. Termination for Cause.

1. The City Council may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(a) If Consultant fails to perform the Services required by this Agreement within the time specified herein or any authorized extension thereof; or

(b) If Consultant fails to perform the Services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

2. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 12, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

3. If this Agreement is terminated as provided above in paragraph 12.A or 12.B, City may, at its election, require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed.

4. If, after notice of termination of the Agreement under the provisions of Section 12.B.1, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to subsection 12.A above.

#### C. Payment on Termination

If this Agreement is terminated prior to the expiration of its term, Consultant shall be paid for those charges for Services which have accrued but not been paid through the effective date of termination. Consultant agrees to accept such amount, plus all amounts previously paid, plus any profit percentage referenced in Section 12.A above (if this Agreement is terminated pursuant to said Section 12.A) as full payment and satisfaction of all obligations of City to Consultant. In ascertaining the value of the Services performed through the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized and reimbursable expenses.

#### 13. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated



during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

14. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

- A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

- B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, in addition to any other applicable statutory remedy, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

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

- D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the

performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

15. Subcontracting, Delegation and Assignment.

A. This Agreement contemplates the personal services of Consultant and its employees, and it is recognized by the Parties that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of Consultant and its employees. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the City. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegate or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegate or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegate and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents, in whatever form or medium, compiled prepared or obtained by Consultant or furnished to Consultant by the City in the course of performing the Services shall be the property of the City and the City shall have the unrestricted right to use or disseminate the same without payment or further compensation to Consultant. Copies of Consultant's work product may be retained by Consultant for its own records.

17. Entire Agreement and Amendments.

A. This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

18. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. In the event that the Parties cannot reach agreement, Parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The Parties are free to choose a mutually agreeable arbitrator. In the event of a lack of agreement between the Parties, the matter shall be submitted to the Judicial Arbitration and Mediation Services and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration. The arbitrator's decision must be supported by law and substantial evidence.

19. Severability

If any provision of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

20. Governing Law.

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

21. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the Parties, whether City or Consultant, executes said Agreement.

22. Retention of Records/Audits.

The Parties shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited, and the costs of administering the Agreement. All Parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The City, State, State Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant pertaining to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

[Remainder of page left blank intentionally.]

23. Exhibits.

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

Exhibit "A" Scope of Work  
Exhibit "B" Fee Schedule

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

**CITY OF SOUTH GATE:**


By: \_\_\_\_\_  
Maria Davila, Mayor

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AARC CONSULTANTS, LLC:**

By: \_\_\_\_\_  
Scott Thomas, PhD, Vice President

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

**Exhibit "A"**

**Scope of Work**

**EXHIBIT A**  
**SCOPE OF SERVICES**

**AWIA RISK AND RESILIENCE ASSESSMENT AND  
EMERGENCY RESPONSE PLAN**

**I. PURPOSE AND INTENT**

The City of South Gate (City) intends to engage a professional engineering consultant to prepare Risk and Resiliency Assessment (RRA) and update the City's Water Emergency Response Plan (ERP) by incorporating findings from the RRA, pursuant to the 2018 update of the America's Water Infrastructure Act (AWIA).

**II. BACKGROUND**

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. The new law requires community (drinking) water systems serving more than 3,300 people to develop or update risk assessments and emergency response plan (ERPs). The law includes components that the risk assessments and ERPs must address, and establishes deadlines by which water systems must certify to the United States Environmental Protection Agency (EPA) completion of the risk assessment and ERP.

The proposed RRAs are similar to the vulnerability assessments (VAs) previously conducted in accordance with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Public Law 107- 188, Title IV – Drinking Water Security and Safety), but with additional requirements, as outlined below.

The ERP updates will also build on the previous ERPs conducted under the Bioterrorism Act and associated guidance documents but will also include additional requirements.

The following requirements are noted in the AWIA Section to be included in the RRA:

- The risk to the system from malevolent acts and natural hazards.
- The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the [cyber] security of such systems) that are utilized.
- The monitoring practices of the system.
- The financial infrastructure of the system.
- The use, storage, or handling of various chemicals by the system.

- The operation and maintenance of the system.
- Capital and operational needs for risk and resilience management for the system.

### **III. EPA GENERAL GUIDELINES FOR PLAN PREPARATION**

The EPA's Water Security Division developed the tools, resources and procedures that water systems need to comply with Section 1433 of the AWIA. The resources will be updated with new information as that work progresses.

1. EPA does not require the use of any standards or tools to develop a risk assessment or ERP. Under AWIA, Community Water Services, (CWS) are only required to follow the law.
2. The use of standards (e.g., AWWA methods) and tools from the EPA and others are the recommended methods and tools to facilitate the development of sound risk assessments and ERPs.

#### **A. General Overview**

AWIA Section 2013 (a) – (f)

1. Replaces SDWA Section 1433 (from 2002 Bioterrorism Act).
2. Applies to all community water systems serving more than 3,300 people.
3. Conduct Risk and Resilience Assessments and update Emergency Response Plans.
4. Submit certifications to the EPA by specified deadlines.
5. Review risk assessments and ERPs every five years.
6. Coordinate with local emergency planning committees.
7. Maintain records.

#### **B. Risk and Resilience Assessments**

1. Consider risks from malevolent act and natural hazards
2. Include:
  - Pipes/conveyances, source water, water collection/intake, pretreatment, treatment; storage and distribution, electronic, computer, and SCADA (including security).
  - Monitoring practices.
  - Financial infrastructure.
  - Use, storage or handling of chemicals.
  - Operation and maintenance.
  - May include capital and operational needs for risk management.

#### **C. Emergency Response Plans**

1. Prepare or revise an ERP that incorporates findings from the risk assessment
2. Include:

- Strategies and resources to improve resilience, including physical security and cybersecurity.
- Plans, procedures, and equipment for responding to a malevolent act or natural hazard.
- Actions, procedures, and equipment to lessen the impact of a malevolent act or natural hazard, including alternative source water, relocation of intakes, and flood protection barriers.
- Strategies to detect malevolent acts or natural hazards.

#### **D. Coordination**

1. Coordinate with local emergency planning committees when preparing or revising the risk assessment and ERP.
2. The EPA recommends coordination with federal, state, local, and private sector partners.

#### **E. Record Maintenance (To be Done by the City of South Gate)**

1. Maintain the risk assessment and ERP for 5 years after the due date for certification.

#### **F. Use of Previous Risk Assessment and ERP**

1. A CWS may use a risk assessment or ERP developed prior to enactment of the AWIA. The City has prepared an ERP and it needs to be updated. A risk assessment has not been prepared and needs to be developed.
2. To meet certification requirements, a previous risk assessment or ERP must:
  - Include all assessment or response components listed in the law.
  - Reflect the current condition of the CWS.
3. If required assessment or response components have been omitted, the CWS may add those components.
4. If the CWS has undergone modifications, the CWS may update the risk assessment or ERP where needed.

#### **G. Use of Standards and Tools**

1. The EPA does not require the use of any standards or tools to develop a risk assessments or ERP under AWIA:
  - CWS are only required to follow the law.
2. The use of standards (e.g., AWWA methods) and tools from the EPA and others is recommended:
  - Methods and tools can facilitate the development of sound risk assessments and ERPs.
3. No method or tool “guarantees” compliance with AWIA.
  - The CWS must ensure it complies with all AWIA requirements.
  - Alternate methods cannot be used in place of AWIA requirements.



#### **IV. SCHEDULE**

The City of South Gate Letters of Certification indicating completion of the RRAs and ERP must be submitted to the EPA as indicated below. These important deadlines are:

1. **Phase 1: Submission to EPA No later than December 31, 2020** for the Risk and Resilience Assessment (RRA)
  1. 65% draft will be due to the City on or before September
  2. 95% draft will be due to the City on or before November
  3. Final will be due on or before December
  
2. **Phase 2: Submission to EPA No later than 6 months after the RRA** for the Emergency Response Plan (ERP)
  1. 65% draft will be due to the City on or before January
  2. 95% draft will be due to the City on or before March
  3. Final will be due on or before May

Presentation to City Council is required upon completion of Phase 1 and 2.

#### **V. DESCRIPTION OF SOUTH GATE WATER SYSTEM**

The City of South Gate water system has approximately 135 miles of water mains. The South Gate water system serves majority of City with the exception of a portion of the Hollydale area, south of Gardendale Avenue, which is served by Golden State Water Company; a small portion that borderlines Cudahy, which is served by Track 180 Mutual Water Company; and a small area that borderlines Walnut Park, which is served by Walnut Park Mutual Water Company. There are over 14,300 users in the City service area including residential, commercial, and industrial customers. The City also has several recycled water service connections to serve mainly landscape irrigation.

The City recently completed an aggressive capital improvement program estimated at \$14 million including the new Well No. 29 and a chlorination facility, a 1.8 Million-Gallon (MG) reservoir and booster pump station at the existing Well No. 28 site, and approximately 5,300 feet of new 8” – 12” ductile iron water mains.

Currently, the City’s potable water demand is met by eight active wells. Three additional wells (Wells 13, 23, and 25) in the system are classified standby at present due to elevated levels of iron, manganese, or other volatile organic carbon (VOC) contaminants classified by the EPA. The City has two inter-connects with the Metropolitan Water District (MWD), but it has not used MWD water since 1990 and only intends to use them for major emergencies.

The annual well production is approximately 7,500 acre-feet and the City has an Allowed Pumping Allocation (APA) of 11,183. The water extracted from the groundwater wells is disinfected with liquid sodium hypochlorite at the well facilities prior to the delivery into the distribution system.

In addition, the water system has a manganese removal treatment plant for Well No. 27, located at the 2645 Tweedy Boulevard.

Well No. 28 and No. 29, located at Ardmore Avenue, are the primary production wells on the west side of the City (Figure 1- Location Map). The water production from Wells No. 13, 14, 18, and 19, located in the South Gate Park, on the east side of the City, are treated by a spray aeration system contained within an existing underground reservoir for Volatile Organic Carbon removal.

There are five above ground steel water tanks and one underground concrete tank in the system with a total capacity of 14.3 MG. Two of the at grade tanks with capacity 2.5 MG each are located at Firestone Boulevard and the I-710 Freeway, referred to as the Hawkins Reservoirs. At the Westside Reservoir facility, two tanks with capacity 1.66 MG each are located in Tweedy Boulevard, close to Well No. 26 and Well No. 27. The recently completed Elizabeth Reservoir has a capacity of 1.8 MG, while the underground concrete tank located in the South Gate Park has a capacity of 4.2 MG.

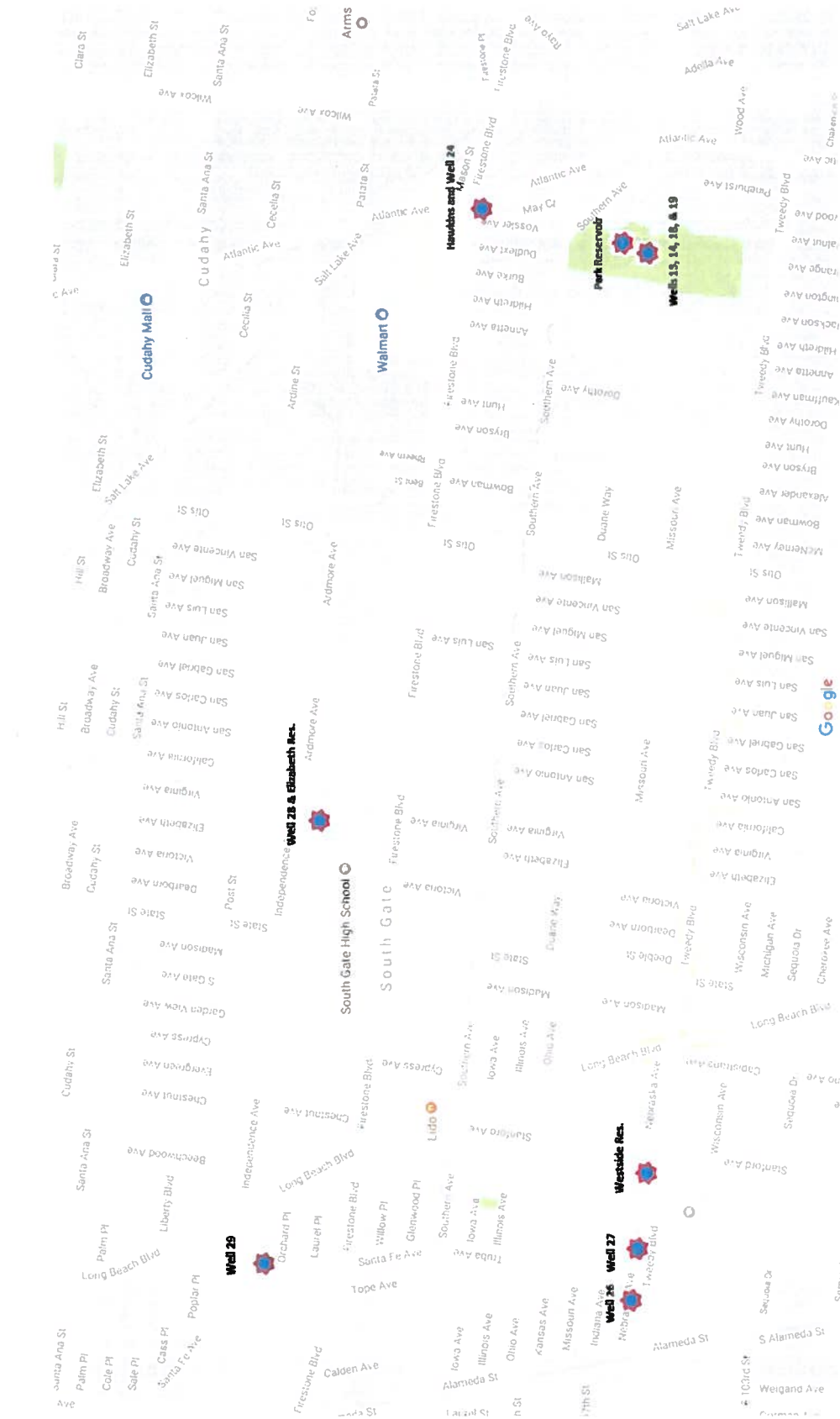
The two elevated tanks in the distribution system, Santa Fe Avenue (0.5 MG) and Salt Lake Avenue tanks, (0.5 MG) have been disconnected from service mainly for safety reasons as they do not meet the current seismic standards. All active wells, except for the recently constructed Well 29, feed the local reservoirs before delivery into the distribution system through booster pumps. Well 29 pumps, equipped with Variable Frequency Drives (VFD's), pumps directly into the distribution system. The set points for the VFD's are programmed to maintain a constant system pressure of approximately 65 psi at the point of delivery.

There are four booster pump stations in the system:

- i. Hawkins Reservoir Pumping Plant, located at Firestone Boulevard and I-710 Freeway, has four vertical turbine pumps and two of them are equipped VFD's.
- ii. South Gate Park Reservoir site for Wells No. 13, 14, 18, and 19 has four vertical turbine pumps equipped with constant speed motors.
- iii. Westside Reservoir Site on Tweedy Boulevard for Well No. 26 and Well No. 27 has four vertical turbine pumps equipped with VFD's.
- iv. Elizabeth Booster Pump Station at Well 28 site that is connected to the Elizabeth Reservoir has three horizontal split case pumps with VFD's.

The City has recently installed a comprehensive SCADA system for the water system. The City staff currently operates the SCADA System with the assistance of an installer who is available for troubleshooting, modification, etc., as necessary.

**Figure 1 – Location Map**



## VI. PROJECT PHASES

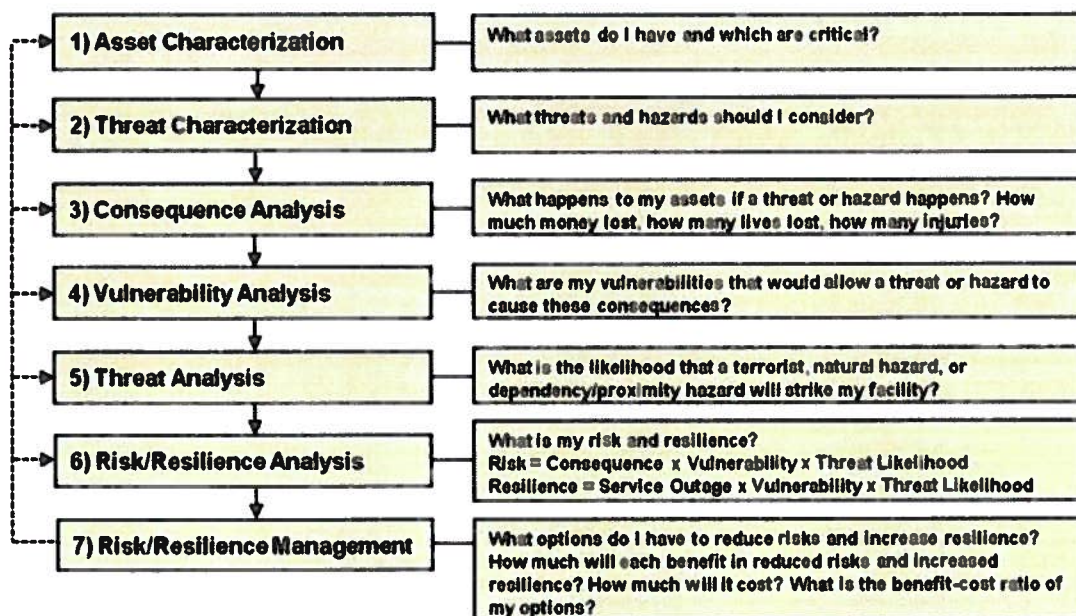
There are two (2) Phases of Work: Phase 1 includes the preparation of Risk and Resilience Assessment (RRA). Phase 2 is the update of the Water Emergency Response Plan (ERP) by incorporating findings from the RRA.

### PHASE 1: Prepare Risk and Resiliency Assessment (RRA)

The Water RRAs shall be conducted using the American Water Works Association (AWWA) J100-10 Risk and Resilience Management of Water and Wastewater Systems (2010) methodology.

The methodology includes identification of risk reduction/increased resiliency measures to address the risks identified. This methodology considers criticality of assets and consequences as part of the process, enabling the utility to focus on risk reduction improvements for assets and operations that are most critical to the continuity of its vision.

As shown in Figure 1, the J100-10 method consists of seven successive steps. The consequences, vulnerability, and threat likelihood associated with each threat-asset pair are evaluated to develop annual risk values so that utilities can better evaluate the relative risks to their mission.



For the City Water System the following AWIA RRA requirements must be assessed for compliance with the AWIA:

- Risk to the system from malevolent acts for pipes / conveyance.

- Risk to the system from natural hazards - specifically flooding and climate change using the latest updated to the FEMA Flood Rate Insurance Mapping (FIRM), etc.
- The resilience of pipes/conveyance. It is suggested that the critical distribution pipes and conveyance pipes are identified and analyzed in the Water Master Plan.
- The resilience of the SCADA system; including cyber security.
- Monitoring practices assessment.
- Financial infrastructure assessment.
- Assessment of the use, storage, or handling of chemicals. Storage of chemicals was evaluated; however, the use and handling of chemicals were not evaluated in the VA and will require assessment.
- Assessment of operation and maintenance of the system.
- Assessment of the capital and operational needs for risk and resilience management of the system.

Further to conducting the above assessments, the following information will be collected and collated from the available Water Vulnerability Assessment and incorporated into the RRA:

- Risk to the system from malevolent acts for the WTP, Groundwater Wells, Operations Center, Customer Service, etc.
- The resilience of other electronic / computer systems.
- The resilience of water sources.
- The resilience of pretreatment and treatment.
- The resilience of physical barriers.
- The resilience of storage/distribution facilities.

Further to conducting the above, the following information will be collected and incorporated into the RRA:

- The resilience of the SCADA system to cyber threats / cyber security.
- The resilience of other electronic / computer systems to cyber threats.

The Scope of the Services will include the following tasks:

**Task 1: Data Collection and Review** – Collect all data, documents with the assistance of city staff, and report available, Review emergency preparedness documents, security policies, procedures, asset management information, incident history, operations and

maintenance (O&M) procedures, water system master plans, system chemical information, electronic systems security process and recovery plans, source water management plans, financial structure (including capital improvement plans), and other relevant plans or information that supports RRA development. Based on data review, the RRA team will screen and prepare a preliminary list of critical assets and representative assets in coordination with City staff, to be discussed in Task 2 workshop.

**Task 2: Site Visit and Interviews** – A site visit will include an overview and workshop on Day 1 to discuss and confirm, by consensus, critical assets and representative assets selected for the system RRA in coordination and participation with water system utility personnel. A physical site and asset inspection of selected assets will be conducted using detailed checklists. In addition, interviews with staff will be conducted using interview forms developed by the team. Representative assets/sites within each identified asset category shall be visited, with site visits to be conducted over a one-week period with two teams, each team consisting of one subject matter expert and one local water system engineer each. The RRA team will lead a threat-asset workshop, a consequence workshop, and closeout meeting presenting summary of preliminary findings during the site visit week.

**Task 3: Draft Risk and Resilience Assessment** – The RRA team shall collect information from Tasks 1 and 2 and incorporate it with information from the VA. This information will be used to develop a draft RRA, using AWWA guidance and standards including the AWWA G-430 and the AWWA J100-10 methodology (as described above in the seven steps of asset characterization, threat characterization, consequence analysis, vulnerability analysis, threat analysis, risk and resilience analysis, and risk and resilience management). Teleconferences will be conducted to discuss interim risk analysis results, consequence analysis step, preliminary data reports, and findings and recommendations. The draft RRA will be transmitted securely to City Project Manager for review and comment.

**Task 4: Final Risk and Resilience Assessment** – The City will review and collect comments by the utility staff reviewers. Comments will be submitted to the RRA team. An in-person meeting will be conducted to review comments and address any questions or concerns. The RRA team will make requested changes and edits to address comments and produce the final RRA. Hard copy and electronic versions of the RRA will be submitted to the City (via secure transmittal) to meet the AWIA deadline.

### **PHASE 2: Update the City ERP by incorporating findings from the RRA**

- The purpose of the Emergency Response Plan (ERP) shall be to identify response actions to take during an emergency that will maintain the expected quantity and quality of water, maintain water treatment, protect employees, minimize disruption to the public, preserve property, and maintain community trust in the utility.
- The ERP shall address emergencies that will be managed primarily by the City Water Division and describe situations where staff will provide support to and cooperation with other agencies (city, county, state, federal, and private sector supporting agencies) during large-scale emergencies.

- Information about utility facilities, related procedures, and other security-related plans shall be compiled in the ERP to implement and effectively respond to an emergency.
- For the water system the following AWIA ERP requirements must be incorporated for compliance with the AWIA.
- Incorporate the findings of the RRA.
- Incorporate strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system.
- Incorporate plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water.
- Incorporate actions, procedures, and equipment that can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water.
- Incorporate strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

**The Scope of the Work will include the following tasks:**

**Task 1: Data Collection and Review** – Review City Water ERP and Disaster Recovery Plan, emergency planning / response policies and procedures, training and exercise plans, equipment lists, alternative water source information, community emergency operations plans, and mutual aid agreements.

**Task 2: Site Visit and Interviews** – Conduct site visit to collect information, and conduct interviews and workshops with City Water staff, to develop and update the utility Incident Management Team (IMT) and Emergency Action Levels (EALs). The site visit shall be conducted over multiple days by a team of two emergency preparedness subject matter experts.

**Task 3: Draft Emergency Response Plan** – The ERP team shall develop the draft ERP using guidance from USEPA, AWWA, Federal Emergency Management Agency (FEMA) National Incident Management System/Incident Command System (NIMS/ICS), and data collected within Task 1 and 2, including incorporating the existing City Water ERP. The level of effort for teleconferences shall be included, to complete any data gaps or answer questions that arise.

**Task 4: Final Emergency Response Plan** – The City staff will review. Comments will be submitted to the ERP team. A teleconference shall be conducted to review comments and address questions. The ERP team will make requested changes and edits to address

comments and produce the final ERP. Hard copy and electronic versions of the ERP will be submitted to the City to meet the AWIA deadline.

## **VII. CITY RESPONSIBILITIES**

1. Provide project management. Assign a City Project Manager to act as the project focal point.
2. Provide or make available upon request, reports, drawings, specifications, GIS land base maps (hard copy only), available contour survey maps for the project area, City standard specifications, records and other data deemed useful for project development.
3. Administer agreement and make payments to Consultant.
4. Permit fees required for the project.

## **VIII. MISCELLANEOUS**

1. All plans and other documents prepared by Consultant on behalf of City shall become the sole property of City.
2. All engineering designs and calculations shall be based on design standards adopted by City.



**Exhibit "B"**

**Fee Schedule**

**Exhibit B  
Fee Schedule  
THE CITY OF SOUTH GATE  
AWIA RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN**

\$121,085

6/30/2020

Tasks	AARC Consultants								Subtotal	
	Principal Scientist	Project Manager	Senior Engineer / Analyst	Tech Editor	Lead Cybersecurity Analyst	Senior Cybersecurity Analyst	Lead ERP Planner	Senior ERP Planner		Administrative
	\$225	\$195	\$145	\$125	\$250	\$190	\$190	\$135	\$85	
	Billing Rate	\$/hour								
<b>Phase I Risk and Resilience Assessment</b>										
<b>Task 1 Data Collection and Review</b>										
Kickoff Meeting		6								
Project Management	8	36								\$1,170
Data Collection and Review	2	12	16		2	10	4		4	\$6,820
Preliminary List of Critical Assets		4								\$780
<b>Subtotal</b>	<b>10</b>	<b>58</b>	<b>16</b>	<b>0</b>	<b>2</b>	<b>10</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>\$19,380</b>
<b>Task 2 Site Visits and Interviews</b>										
Asset Inspections		10	10							\$3,400
Staff Interviews/Workshops		24	24			12				\$10,440
J-100 Analysis	3	8	16			4				\$5,315
<b>Subtotal</b>	<b>3</b>	<b>42</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$19,155</b>
<b>Task 3 Draft RRA</b>										
Develop Draft RRA (65%)	6	16	16	6	2	4			8	\$9,480
Review Meeting	1	8								\$1,785
Respond to Comments on Draft RRA (65%)	4	12	8			4				\$5,160
Prepare 95% Draft RRA	3	10	8	3		2			4	\$4,860
<b>Subtotal</b>	<b>14</b>	<b>46</b>	<b>32</b>	<b>9</b>	<b>2</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$21,305</b>
<b>Task 4 Final RRA</b>										
Develop Final RRA	5	16	8	4		3			8	\$7,155
Presentation to City	1	10								\$2,175
<b>Subtotal</b>	<b>6</b>	<b>26</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$9,330</b>
<b>Phase II Emergency Response Plan</b>										
<b>Task 1 Data Collection and Review</b>										
Data Collection and Review		4					16	8		\$4,900
<b>Subtotal</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>8</b>	<b>0</b>	<b>\$4,900</b>
<b>Task 2 Site Visit and Interviews</b>										
Interviews		2					14	14		\$4,940
Meetings and Planning Workshop	1	8					12	10		\$5,415
<b>Subtotal</b>	<b>1</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>24</b>	<b>0</b>	<b>\$10,355</b>
<b>Task 3 Draft ERP</b>										
Risk Reduction Plan (Net Benefit Analysis)	2	6	16						2	\$4,110
Develop Draft ERP (65%)	3	12	8	8			30	12	8	\$12,015
Review Meeting	1	2					8			\$2,135
Respond to Comments on Draft ERP	2	6					12	4		\$4,440
Develop Draft ERP (95%)	2	8		3			10	4	6	\$4,795
Respond to Comments	1	4					8			\$2,525
<b>Subtotal</b>	<b>11</b>	<b>38</b>	<b>16</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>68</b>	<b>16</b>	<b>16</b>	<b>\$30,020</b>
<b>Task 4 Final ERP</b>										
Develop Final ERP	3	6		3			14	8	8	\$6,640
<b>Subtotal</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>8</b>	<b>8</b>	<b>\$6,640</b>
<b>Total Labor Hours / Cost:</b>	<b>702</b>	<b>48</b>	<b>230</b>	<b>122</b>	<b>27</b>	<b>4</b>	<b>128</b>	<b>56</b>	<b>48</b>	<b>\$121,085</b>
<b>billing rates</b>	<b>\$225</b>	<b>\$195</b>	<b>\$145</b>	<b>\$125</b>	<b>\$250</b>	<b>\$190</b>	<b>\$190</b>	<b>\$135</b>	<b>\$85</b>	
<b>total hours</b>	<b>48</b>	<b>230</b>	<b>122</b>	<b>27</b>	<b>4</b>	<b>39</b>	<b>128</b>	<b>56</b>	<b>48</b>	
<b>cost</b>	<b>\$10,800</b>	<b>\$44,850</b>	<b>\$17,690</b>	<b>\$3,375</b>	<b>\$1,000</b>	<b>\$7,410</b>	<b>\$24,320</b>	<b>\$7,560</b>	<b>\$4,080</b>	<b>\$121,085</b>

Assumptions:  
All expenses covered under labor rates. Will not charge for expenses separately.

# RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS:



## NEW REQUIREMENTS FOR DRINKING WATER UTILITIES

Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) requires community water systems<sup>1</sup> that serve more than 3,300 people to complete a risk and resilience assessment and develop an emergency response plan.

### RISK AND RESILIENCE ASSESSMENT

Your utility must conduct a risk and resilience assessment and submit certification of its completion to the U.S. EPA by the following dates:

### EMERGENCY RESPONSE PLAN

Your utility must develop or update an emergency response plan and certify completion to the U.S. EPA **no later than six months** after risk and resilience assessment certification. Each utility deadline is unique; however, the dates below are the due dates for utilities who submit a risk and resilience assessment certification by the final due date according to the population served.

#### Important Dates

- March 31, 2020 if serving  $\geq 100,000$  people.
- December 31, 2020 if serving 50,000 to 99,999 people.
- June 30, 2021 if serving 3,301 to 49,999 people.

- September 30, 2020 if serving  $\geq 100,000$  people.
- June 30, 2021 if serving 50,000 to 99,999 people.
- December 30, 2021 if serving 3,301 to 49,999 people.

#### Recertification

**Every five years**, your utility must review the risk and resilience assessment and submit a recertification to the U.S. EPA that the assessment has been reviewed and, if necessary, revised.

**Within six months** of submitting the recertification for the risk and resilience assessment, your utility must certify it has reviewed and, if necessary, revised, its emergency response plan.

Visit the U.S. EPA website to find more information on guidance for developing a risk and resilience assessment at <https://www.epa.gov/waterriskassessment/conduct-drinking-water-or-wastewater-utility-risk-assessment>.

Visit the U.S. EPA website for guidance on developing an Emergency Response Plan at <https://www.epa.gov/waterutilityresponse/develop-or-update-drinking-water-or-wastewater-utility-emergency-response-plan>.

### TOOLS OR METHODS

AWIA does not require the use of any standards, methods or tools for the risk and resilience assessment or emergency response plan. Your utility is responsible for ensuring that the risk and resilience assessment and emergency response plan address all the criteria in AWIA Section 2013(a) and (b), respectively. The U.S. EPA recommends the use of standards, including AWWA J100-10 Risk and Resilience Management of Water and Wastewater Systems, along with tools from the U.S. EPA and other organizations, to facilitate sound risk and resilience assessments and emergency response plans.



<sup>1</sup> Section 2013 of AWIA applies to community water systems. Community water systems are drinking water utilities that consistently serve at least 25 people or 15 service connections year-round.

Still have questions about the new AWIA requirements?  
Contact the U.S. Environmental Protection Agency (U.S. EPA) at [dwresilience@epa.gov](mailto:dwresilience@epa.gov).

Office of Water (4608T)  
EPA-817-F-19-004  
May 2019

## FREQUENTLY ASKED QUESTIONS



I need more information about risk and resilience assessments and emergency response plans:

Risk and resilience assessments evaluate the vulnerabilities, threats and consequences from potential hazards.

### What does a risk and resilience assessment include?

- Natural hazards and malevolent acts (i.e., all hazards).
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution, and electronic, computer and other automated systems).
- Monitoring practices.
- Financial systems (e.g., billing systems).
- Chemical storage and handling.
- Operation and maintenance.

### Who should I work with when creating my emergency response plan?

- Utilities must coordinate the risk and resilience assessments, as well as the emergency response plans with local emergency planning committees.

For more information, see [www.congress.gov/bill/115th-congress/senate-bill](http://www.congress.gov/bill/115th-congress/senate-bill).

### What does an emergency response plan include?

- Strategies and resources to improve resilience, including physical security and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water.
- Actions and equipment to lessen the impact of a malevolent act or natural hazard, including alternative water sources, relocating intakes and flood protection barriers.
- Strategies to detect malevolent acts or natural hazards that threaten the system.

I need more information on the certification process:

### What do I need to submit to the U.S. EPA?

- Each utility must submit a certification of your risk and resilience assessment and emergency response plan. Each submission must include: utility name, date and a statement that the utility has completed, reviewed or revised the assessment. The U.S. EPA has developed an optional certification template that can be used for email or mail certification. The optional certification form will be available in August 2019.

### Who can certify my risk and resilience assessment and emergency response plan?

- Risk and resilience assessments and emergency response plans can be self-certified by the utility.

### How do I submit my certification?

- Three options will be provided for submittal: regular mail, email and a user-friendly secure online portal. The online submission portal will provide drinking water systems with a receipt of submittal. The U.S. EPA recommends using this method. The certification system will be available in August 2019.

### When can I submit the initial certification?

- Utilities should wait to submit the initial certification to the U.S. EPA until the U.S. EPA publishes *Baseline Information on Malevolent Acts Relevant to Community Water Systems*, which is required under AWIA by August 2019.

### Do I need to submit my certification to my state or local government?

- No. Section 2013 of AWIA does not require utilities to submit the certification to state or local governments.

### How long do I need to keep a copy of my risk and resilience assessment and emergency response plan?

- Utilities need to keep a copy of both documents for five years after certification.

### What if I do not have a copy of my most recent risk and resilience assessment?

- The U.S. EPA intends to destroy vulnerability assessments (VAs) submitted in response to the Bioterrorism Act of 2002, but if utilities would like to have their VA and certification documents mailed to them, contact [WSD-Outreach@epa.gov](mailto:WSD-Outreach@epa.gov), and on utility letterhead, include the utility name, PWSID, address and point of contact as an attachment to the email.

## RESOURCES & TOOLS

### Conducting a Risk and Resilience Assessment

- The U.S. EPA's Risk and Resilience Baseline Threat Document (available August 2019).
- The U.S. EPA's [Vulnerability Self-Assessment](#).

### The U.S. EPA Website

- <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-2018-risk-assessments-and-emergency-response-plans>.

### Developing an Emergency Response Plan

- [Emergency Response Plan Guidance](#).
- The U.S. EPA's [Emergency Response Webpage](#).
- [Local Emergency Planning Committees](#).

Still have questions about the new AWIA requirements?  
Contact the U.S. Environmental Protection Agency (U.S. EPA) at [dwresilience@epa.gov](mailto:dwresilience@epa.gov).

Office of Water (4608T)  
EPA-817-F-19-004  
May 2019

RECEIVED

JUL 22 2020

City of South Gate  
CITY COUNCIL

Item No. 6

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

4:25pm

AGENDA BILL

For the Regular Meeting of: July 28, 2020

Originating Department: Public Works

Department Director:

*Arturo Cervantes*

City Manager:

*Michael Flad*

**SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-49-AC WITH KOA CORPORATION FOR ADDITIONAL CONSTRUCTION INSPECTION SERVICES FOR THE 10920 GARFIELD AVENUE STREET AND WATER UTILITIES IMPROVEMENT PROJECT**

**PURPOSE:** KOA Corporation is under contract with the City to provide construction inspection services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project (Project). Amendment No. 1 is needed to fund additional construction inspection services through the completion of construction. These services have been fully funded by the developer, JPI California Construction, LLC.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 1 to Contract No. 2020-49-AC with KOA Corporation for additional construction inspection services through the completion of construction of the 10920 Garfield Avenue Street and Water Utilities Improvement Project , in an amount not-to-exceed \$30,000;
- b. Appropriate \$60,000 from the unassigned General Fund balance to Account No. 100-701-31-6106 (General Fund – Public Works Engineering – New Development Services) to fund the cost of this contract; and
- c. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** Funds were not included in the budget for this specific contract. The cost of this contract is being funded in full by a developer deposit (JPI California Construction, LLC), which was deposited in the General Fund.

	JPI Construction LLC Funds
<b>Contract No. 2020-49-AC</b>	\$30,000
<b>Amendment No. 1</b>	\$30,000
<b>Revised Contract Amount</b>	<b>\$60,000</b>

**ANALYSIS:** JPI California Construction, LLC (JPI) was issued an encroachment permit to construct water system improvements on the City’s municipal water system required for their development project located at 10920 Garfield Avenue. The improvements include abandoning an existing 8” water main and installing a 12” water main on Garfield Avenue, between Imperial Highway and the Union Pacific Railroad corridor. Construction is currently ongoing and scheduled to be completed on July 27, 2020.

As a part of the encroachment permit, the City was required to provide inspection services which JPI was required to fund. The City’s inspection services are being provided by KOA Corporation (KOA), under Contract No. 2020-49-AC which was awarded administratively. JPI’s initial schedule of work

was to complete construction in 30 working days. As such, the contract with KOA was also for 30 working days. JPI extended their construction schedule by 30 working days, for a total of 60 days. Consequently, the contract with KOA must also be extended to fund inspection services through the end of construction, and Amendment No. 1 provides for that.

**BACKGROUND:** The City selected KOA for a contract to provide inspection services through a competitive selection process. On March 18, 2020, the City issued a Request for Proposal for inspection services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project (Project) to the City's three On-Call Consultants. On March 30, 2020, three fee proposals were received.

<b>Consultant</b>	<b>Fee Proposal</b>
KOA Corporation	\$30,000
Willdan	\$28,800
Interwest Consulting Group	\$30,000

A panel consisting of the City Traffic Engineer and Assistant Engineer reviewed the proposals and selected KOA for the contract. The selection was based on the qualifications of the consultant. KOA's proposed construction inspector has prior work experience on water, sewer, and off-site improvements which is the main scope of work of the Project.

On July 7, 2020, Contract No. 2020-49-AC with KOA Corporation was administratively approved in the amount of \$30,000. The scope of services of the contract include inspection of traffic control setup, inspection of construction to ensure it is in conformance with the encroachment permit and its conditions, photo-log of the project site, and field administration.

Amendment No. 1 is needed to fund 30 days of additional construction inspection services through the end of construction of the Project. The appropriation of the funds received from JPI California Construction, LLC is needed to pay for those services.

Construction began on May 18, 2020 and is scheduled to be completed on July 27, 2020.

**ATTACHMENTS:** A. Proposed Amendment No. 1  
B. Contract No. 2020-49-AC

JR:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-49-AC  
FOR ADDITIONAL CONSTRUCTION INSPECTION SERVICES  
FOR THE 10920 GARFIELD AVENUE STREET  
AND WATER UTILITIES IMPROVEMENT PROJECT BETWEEN  
THE CITY OF SOUTH GATE AND KOA CORPORATION**

This Amendment No. 1 to Contract No. 2020-49-AC for additional Construction Inspection Services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project ("Amendment No. 1"), is made and entered into on July 28, 2020, by and between the City of South Gate, a municipal corporation ("City"), and KOA Corporation, a California corporation ("Engineer"). City and Engineer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, on July 7, 2020, Contract No. 2020-49-AC was administratively approved for Professional Services with KOA Corporation ("Agreement") to provide construction inspection services for 30 days for the 10920 Garfield Avenue Street and Water Utilities Improvement Project, in an amount not to exceed Thirty Thousand Dollars (\$30,000);

**WHEREAS**, City and Engineer desire to execute Amendment No. 1 to provide additional construction inspection services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project, for an additional 30 days, in an amount not to exceed Thirty Thousand Dollars (\$30,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Sixty Thousand Dollars (\$60,000); and

**WHEREAS**, the Agreement is effective as of June 25, 2020, and will remain in effect through and including completion of the Scope of Services attached in Exhibit "A" of the Agreement unless otherwise expressly extended and agreed to by both parties in writing, or terminated by either party as provided herein; and

**WHEREAS**, Engineer submitted a cost breakdown and summary as part of its cost proposal for additional construction inspection services attached hereto as Exhibit "A" and made a part to this Amendment No. 1.

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

**1. MODIFICATION TO AGREEMENT.**

- a. **SCOPE OF WORK.** Engineer agrees to expand its services and perform the tasks identified in Exhibit "A." The Scope of Work may be amended from time to time by way of a written directive from City.
- b. **COMPENSATION.** The amount of compensation paid by City to Engineer for the work identified in Exhibit "A" shall not exceed the sum of **Thirty Thousand Dollars (\$30,000)**, bringing the aggregate total of the Agreement

**Amendment No. 1**  
**Contract No. 2020-49-AC**

and Amendment No. 1 to a total sum of Sixty Thousand Dollars (\$60,000). No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A", unless first approved by the Director of Public Works.

c. **TERM.** The term of the Agreement is hereby extended and will remain in effect through and including completion of the Scope of Services attached in Exhibit "A" unless otherwise expressly extended and agreed to by both parties in writing, or terminated by either party as provided herein.

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: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**  
**DRAFT**

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

**KOA CORPORATION:**

By: \_\_\_\_\_  
Chuck Stephan, Vice President

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



## EXHIBIT A

1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754

T: 323.260.4703 | F: 323.260.4705 | [www.koacorp.com](http://www.koacorp.com)

MONTEREY PARK ORANGE ONTARIO SAN DIEGO CULVER CITY LA QUINTA

TO

Mr. Jose Loera  
Project Manager  
City of South Gate

SUBMITTED VIA EMAIL

[jloera@sogate.org](mailto:jloera@sogate.org)

FROM

Mr. Chuck Stephan, PE, VP  
Director of CM Division  
2141 W. Orangewood Ave  
Orange CA 92868  
T: 323.260.4703  
F: 323.260.4705  
C: 310.525.0678  
[cstephan@koacorp.com](mailto:cstephan@koacorp.com)

RFP for

**ADD ON SERVICES for  
Construction Inspection Services  
for 10920 Garfield Avenue  
Street & Water Utilities  
Improvement Project**

DATE

June 23, 2020

**KOA Corporation** is pleased to submit this proposal to the **City of South Gate** for **ADD ON SERVICES for Construction Inspection Services for 10920 Garfield Avenue Street & Water Utilities Improvement Project**. KOA is currently providing construction inspection services to the City of South Gate for the noted project. The Contractor has noted that the project will extend an additional 30 days, and the City has asked for a proposal to continue KOA's Construction Inspection services for this period.

We propose to continue the services at the current scope of effort and rates. Matt Card will continue to provide the Construction Inspection services. For a 30 working day extension, the estimated fee would be:

30 days x 8 hours/day x \$125/hour = \$30,000.

Please let me know if the proposed ADD ON Services proposal is acceptable, and if so, provide an amended P.O. and/or Notice to Proceed.

We appreciate working with the City of South Gate. If you have any questions, feel free to contact me via cell at 310.525.0678 or via email at [cstephan@koacorp.com](mailto:cstephan@koacorp.com). For more information regarding KOA Corporation, please see our website at [www.koacorporation.com](http://www.koacorporation.com).

We look forward to continue serving the City of South Gate on this important project.

Sincerely,  
**KOA Corporation**



Chuck Stephan, PE  
Vice President, Director of CM Division

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR CONSTRUCTION MONITORING SERVICES FOR THE 10920 GARFIELD  
AVENUE STREET AND WATER UTILITIES IMPROVEMENT PROJECT  
BETWEEN THE CITY OF SOUTH GATE AND KOA CORPORATION**

This Agreement for Professional Services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project ("Agreement") is made and entered into on June 24, 2020, by and between the City of South Gate, a municipal corporation ("City"), and KOA Corporation, a California limited liability corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain professional services for the construction monitoring services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project; and

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

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform professional services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Thirty Thousand Dollars (\$30,000)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Public Works.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.

- 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.
- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of June 25, 2020, and will remain in effect through and including completion of the Scope of Services attached hereto as Exhibit "A" unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Public Works has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

**6.2 Termination for Cause.**

**6.2.1** The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

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

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or

applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
  - b. Name and list as additional insured City, its officers and employees.
  - c. Specify its acts as primary insurance.
  - d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
  - e. Cover the operations of Consultant pursuant to the terms of this Agreement.
- 6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.
- 6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.
- 6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

- 6.8.2. Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.
- 6.9 Consultant's Personnel.**
- 6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.
- 6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.
- 6.11 Legal Construction.**
- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the

State of California, without regard to conflict of law principles.

- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12** **Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
- 6.13** **Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14** **Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.



- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**  
City of South Gate  
Arturo Cervantes  
Assistant City Manager/  
Director of Public Works  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [acervantes.org](mailto:acervantes.org)

**WITH COURTESY COPY TO:**  
City of South Gate  
Carmen Avalos  
City Clerk  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [cavalos@sogate.org](mailto:cavalos@sogate.org)

**TO CONSULTANT:**  
KOA Corporation  
Chuck Stephan  
Vice President  
2141 W. Orangewood Ave  
Orange, CA 92868  
E-mail: [cstephan@koacorp.com](mailto:cstephan@koacorp.com)

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

[Remainder of page left blank intentionally]

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

CITY OF SOUTH GATE:

By: 

Michael Flad, City Manager

Dated: 7-7-20

ATTEST:

By: 

Carmen Avalos, City Clerk  
(SEAL)

APPROVED AS TO FORM:

By: 

Raul F. Salinas, City Attorney

KOA CORPORATION:

By: 

Chuck Stephan, Vice President

Dated: 6/24/2020



1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754  
 T: 323.260.4703 | F: 323.260.4705 | [www.koacorp.com](http://www.koacorp.com)  
 MONTEREY PARK ORANGE ONTARIO SAN DIEGO

## Exhibit "A"

**TO**

John Rico  
 Assistant Engineer  
 City of South Gate  
 Public Works Department  
 8650 California Avenue  
 South Gate CA 90280  
 by email: [jrico@sogate.org](mailto:jrico@sogate.org)

**FROM**

Mr. Chuck Stephan, PE  
 VP Director of CM Division  
 2141 W. Orangewood Ave  
 Orange CA 92868  
 T: 323.260.4703  
 F: 323.260.4705  
 C: 310.525.0678

**RFP**

**Construction Inspection  
 Services  
 Street and Water Utilities  
 Improvement Project**

**DATE**

March 30, 2020

**KOA Corporation ("KOA")** appreciates the opportunity to submit qualifications to the City of South Gate for **Construction Inspection Services** for the **Street and Water Utilities Improvement Project**. KOA has the expertise and resources required to again assist the City of South Gate in a timely and efficient manner. We are committed to working seamlessly with your staff and project team again to ensure the successful delivery of this project.

The KOA team, our project systems, and our entire management structure are geared to providing flexible services to agencies such as yours. We assure that our key personnel will be assigned to the project for its duration and will not be removed or replaced by us without concurrence from the City of South Gate. Every member of our proposed team is available to be committed to the projects assigned to us beginning the start date.

KOA has years of experience working on public works and street improvement projects for numerous agencies and clients and provides some of the industry's best construction managers and inspectors with recent experience on similar projects as the one requested in this Request for Proposals.

KOA understands that the estimated project schedule includes 30 days of work at 8 hours per day. Construction is scheduled to begin approximately April 2020. Work would be at State Prevailing Wage Rates for public works projects. Our proposed fee is: 30 days x 8 hours = 240 hours @ \$125.00 = \$30,000.00

Kevin Higgins will be the Management Contact for this contract. He has 30 years of experience on public works projects. Scott Samaha is our proposed inspector. With over 30 years of experience in public works street and water projects, you will not find a more suitable inspector than Scott. The contract would be managed through the Orange County Office at 2141 W. Orangewood Avenue, Suite A, Orange, CA, 92868; Phone: 714.573.0317; Fax: 714.573.9534; Email: [cstephan@koacorp.com](mailto:cstephan@koacorp.com). Thank you for this opportunity to again offer our services to the City of South Gate. Should you have questions during the selection process, please contact me at 310.525.0678.

Sincerely,

KOA Corporation

Chuck Stephan, P.E.  
 Vice President. Director of CM Division

RECEIVED

Item No. 7

JUL 21 2020

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

1:30pm

AGENDA BILL

For the Regular Meeting of July 28, 2020  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

**SUBJECT: MICROSOFT ENTERPRISE LICENSE AGREEMENT WITH SHI FOR OFFICE 365 LICENSES**

**PURPOSE:** To approve an Enterprise License Agreement with SHI for Microsoft Office 365, a cloud-based electronic mail system to replace the existing electronic mail system (Exchange 2010).

**RECOMMENDED ACTIONS:**

- a. Approve Microsoft Enterprise License Agreement with SHI for Microsoft Office 365, a cloud-based electronic mail system, for a three-year term, in the amount of \$218,442, or \$72,814 annually; and
- b. Authorize the issuance of a Purchase Order to SHI for the purchase of this 3-year Microsoft Enterprise License Agreement.

**FISCAL IMPACT:** Funds for this purchase, in the amount of \$73,500, were included in the adopted Fiscal Year 2020/21 Municipal Budget for this Agreement in account number 522-310-12-9006 (Information Technology Fund – Technology Master Plan – Computer Equipment & Software).

**ALIGNMENT WITH COUNCIL GOALS:** Item No. 162 in the Fiscal Year 2019/20 Work Program is “Complete the Technology Master Plan.” On January 28, 2020, the City Council accepted the Technology Master Plan (TMP) prepared by ClientFirst Technology Consulting completing this work program item. However, now that the TMP has been completed, the work of implementing the 82 initiatives contained in the TMP begins. One of the key initiatives of the TMP is an upgrade of the City’s electronic mail system.

**ANALYSIS:** Electronic mail has become the preferred communications mechanism of residents and staff, often replacing the phone. The City’s existing electronic mail system is Microsoft Exchange 2010. Exchange 2010 has reached the end of its useful life and is no longer supported by Microsoft. Over the past several months, the City has experienced several problems with the Exchange 2010 environment, many of which relate to the amount of electronic mail storage required on City servers. In March/April of 2020, the City experienced a significant Exchange outage, disrupting staff communications for several days and causing a significant loss in productivity.

Cloud-based applications, including Microsoft Office 365, are procured on a subscription basis versus the traditional model of purchasing a license which includes perpetual use. The procurement vehicle recommended by staff is a three-year subscription to Office 365, utilizing an existing Riverside County,

CA contract with SHI that contains a piggy-back clause allowing other government agencies to take advantage of Riverside County's purchasing power. The Office 365 subscription would be paid annually for the three-year term.

Microsoft Office 365 electronic mail implementation is expected be completed in three-to-four months. Additional work efforts will be required to take full advantage of additional Microsoft Office 365 features that can increase staff collaboration and productivity.

**BACKGROUND:** On January 28, 2020, the City Council accepted the Technology Master Plan (TMP) prepared by ClientFirst Technology Consulting. One of the key initiatives of the TMP is an upgrade of the City's electronic mail system. Since that time, COVID-19 has dramatically increased the need for staff mobility and access to City systems from cellular phones, tablets and laptops, in addition to traditional in-office desktop computers.

The City's TMP recommends replacing the existing Exchange 2010 environment with Microsoft Office 365, which is a cloud-based product. Staff concurs with this recommendation. Microsoft Office and Microsoft email products had a market share of 87.5% (source Gartner) in business and local government in 2018. The next closest competitor is Google G-Suite with 10.5% market share. Using Microsoft Office 365, all City electronic mail will be stored on servers in the United States that are designated for government use. These servers and data storage meet federal and state requirements for secure data storage and transmission. The amount of space allocated to each email user is 50 gigabytes (GB), significantly larger than any individual City email box.

Expected benefits of Microsoft Office 365 include:

- Reduced downtime – Microsoft cloud-based servers are resilient and fail-over to other server clusters in the event of an outage. Microsoft has not experienced a significant Office 365 outage in several years.
- Reduced staff time managing Exchange – the existing Exchange 2010 environment requires nearly continuous maintenance to manage disk space utilization and backups. These maintenance tasks will no longer be required of staff with a cloud-based product.
  - Staff time managing Office licenses and patches will also be reduced.
- Staff will have access to electronic mail and Word/Excel/PowerPoint files from anywhere on any authorized device.
  - Local installation of Word, Excel, or Power Point on specific desktop computers are not required.
- Staff will have access to calendars, resources, meetings and video conferences from anywhere on any authorized device.
- Office 365 can be used to collaborate with others from any location on documents or spreadsheets.
- In a future phase, we expect to train staff to utilize “Teams” (a subset of Office 365) for video conferences and collaboration.
  - Functionality for creating meeting notes and using virtual whiteboards are included in Teams.
- Office 365 allows secure file sharing between individuals and groups.
  - Provides file transfer capabilities for files too large for email.

- Groups can be internal to South Gate or can include third parties, allowing collaboration between agencies.
- Using Exchange and current versions of Office, work-from-home staff need to store email or files locally (at home) or on unauthorized devices. With Office 365, emails and files will be stored in the cloud infrastructure and accessible from anywhere on any authorized device.

As recommended by the TMP, staff is currently implementing an electronic mail archiving system, which will improve staff's ability to conduct Public Records Act request searches of electronic mail and provide staff with a long-term email storage location that does not impact electronic mail performance. Immediately following the email archiving system implementation, staff hopes to begin implementation of the Microsoft Office 365 electronic mail system, if approved.

**ATTACHMENT:** Quote from SHI



Pricing Proposal  
 Quotation #: 19025287  
 Reference #: New EA upon Invoice  
 Created On: 6/16/2020  
 Valid Until: 6/30/2020

**City of South Gate**

**James Leabres**  
 8650 California Ave  
 South Gate, CA 90280  
 United States  
 Phone: 323-563-9561  
 Fax:  
 Email: jleabres@sogate.org

**Inside Account Manager**

**Christopher Carrillo**  
 290 Davidson Ave  
 Somerset, NJ, 08873  
 Phone: 7326524760  
 Fax:  
 Email: christopher\_carrillo@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Note: Software, ESD, New EA upon Invoice, Year 1	350	\$208.04	\$72,814.00
2 O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Note: Software, ESD, New EA upon Invoice, Year 2	350	\$208.04	\$72,814.00
3 O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Note: Software, ESD, New EA upon Invoice, Year 3	350	\$208.04	\$72,814.00
		Subtotal	\$218,442.00
		Shipping	\$0.00
		*Tax	\$0.00
		Total	\$218,442.00

\*Tax is estimated. Invoice will include the full and final tax due.

**Additional Comments**

Year 1 Total - \$72,814.00  
 Year 2 Total - \$72,814.00  
 Year 3 Total - \$72,814.00

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0



Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

WSCA Contract for California: ADSPO11-00000358-3 PA 70-12-70-19

Trend Micro Contract for California: SLP-12-70-0003V

Attachmate Contract for California: SLP-13-70-0003W

First time user for SHI Direct website? Please use the following information when registering.

California Gov't:

<http://www.publicsector.shidirect.com/sg/ca>

Token: 30343

Access Key: HBB59KL3PK

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

RECEIVED

JUL 22 2020

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

1:00pm

AGENDA BILL

For the Regular Meeting of: July 28, 2020  
Originating Department: Office of the City Clerk

City Clerk:   
Carmen Avalos

City Manager:   
Michael Flad

**SUBJECT:** APPROVAL OF CITY COUNCIL MEETING MINUTES.

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

**RECOMMENDED ACTION:**

- A. Approve the Regular and Special Meeting minutes of July 14<sup>th</sup>, 2020

**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, JULY 14, 2020**

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

**ROLL CALL** Carmen Avalos, City Clerk

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

**ABSENT** City Treasurer Gregory Martinez

**CLOSED SESSION:** The Council Members recessed into Closed Session at 5:37 p.m. and reconvened at 6:32 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. Griffith Company v. City of South Gate

On item 1(a), City Council considered a claim relating to construction projects within the City. The City Council received a report by the City Attorney and City Staff with respect to the nature of that claim and upon completion of that report and on a motion made by Councilwoman Avalos and seconded by Council Member Hurtado and on a vote of 5-0, authorized the denial of that claim.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

Two (2) - Potential Cases

On item 2, City Attorney attended part of that agenda item and for one of the two cases City Attorney provided a presentation to the City Council regarding joining a pending litigation involving the City of South Gate. This is considered anticipated litigation because we have not yet filed a claim in connection with that litigation formerly. Upon completion of the presentation there was a motion made by Councilwoman Avalos and

**SPECIAL CITY COUNCIL MEETING MINUTES OF JULY 14, 2020**

seconded by Vice Mayor Rios and on a vote of 5-0, the City Council moved to authorize the submission of the claim. The disclosure of the party involved will be announced in accordance with the Brown Act after the filing of the claim.

On the second half of item 2 involved a separate potential case in anticipated litigation. The City Attorney did not participate in that discussion. It involves a party the Council have been discussing for some time and each time the City Attorney has recused himself because a member of his law firm represents that party and in order to avoid the appearance of any impropriety we do not participate. There was outside counsel present and City Manager will report out any discussion in that matter.

City Manager stated that no outside counsel was present. Guidance was provided and no reportable action was taken.

**3. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8

- a. Property APN: 6323-004-907  
Property Address: 5821 Long Beach Boulevard, South Gate, CA 90280  
City Negotiator: Michael Flad, City Manager  
Negotiating with: Jerry Dicker  
Under Negotiation: Terms of Sale

On item 3(a), the City Council heard a report by the City Manager and City Staff regarding property located at 5821 Long Beach Boulevard and upon completion of that report there was no reportable action taken.

**ADJOURNMENT**

Mayor Davila unanimously adjourned the meeting at 6:35 p.m. and seconded by Council Member Hurtado.

**PASSED and APPROVED** this 28<sup>th</sup> day of July 2020.

ATTEST:

\_\_\_\_\_  
Maria Davila, Mayor

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

**CITY OF SOUTH GATE  
REGULAR CITY COUNCIL MEETING  
MINUTES  
TUESDAY, JULY 14, 2020**

**CALL TO ORDER** Maria Davila, Mayor called a Regular City Council meeting to order at 6:36 p.m.

**INVOCATION** Reverend Sean Pica, Redeemer Lutheran Church

**PLEDGE OF ALLEGIANCE** Dave Lopez, Retired KCBS Reporter

**ROLL CALL** Carmen Avalos, City Clerk

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

**1**  
**PROCLAMATIONS** The City Council issued a Proclamation to Dave Lopez in recognition and appreciation for his 48 years as a distinguished award winning journalist and to wish him the best in his retirement.

**2**  
**PROCLAMATIONS** The City Council issued a Proclamation declaring July 2020 as National Minority Mental Health Awareness Month to encourage citizens to learn about mental health disorders, treatments and services.

**COMMENTS FROM THE AUDIENCE** Carmen Avalos, City Clerk read into the record the comments of Stephanie Corcios and Oscar Corcios in support of the South Gate Police Department.

Mr. Godoy believes that City Hall should close again due to the increase in COVID-19 cases. He also wants to see the flag back up by the City water tower.

Virginia Johnson, stated that Ms. Avalos didn't list her name as being someone that requested to speak and that she had sent an email to the City Clerk's Office within the time allowed. She said that she hopes that the City is recovering costs for staff time, DVD's, copies and requests that have been submitted for personal vendettas. California law states that City's should be compensated for all the time and supplies for Public Records Request. She thanked the Police Department for the work and volunteerism that they do for the community.

## REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020

### COMMENTS FROM THE AUDIENCE CONT'D

Carmen Avalos, City Clerk addressed Ms. Johnson's statement and stated that staff knew she was on the line. We had her request to speak and that is why she was not called out publicly, however we did acknowledge her and allow her to speak. She appreciates the way that Ms. Johnson does things early and let's her office know but we never tried to limit her opportunity to participate.

Alicia Flores spoke in support of the South Gate Police Department.

Andrea Paulino, spoke on the appointment of Diego Sepulveda and how she believes that the City Clerk and Council Member Diaz did not do their jobs properly in this matter.

Raul F. Salinas, City Attorney responded to Ms. Paulino's comments and stated in California there is a law which allows non-citizen residents to participate in City Commissions. This is no longer a criteria that would prevent someone from sitting on a City Commission.

Bobbie Thompson spoke in support of the South Gate Police Department.

Brigette Ramirez said that she would like Council to remove Jovanna Laborin from her position as a City Commissioner due to her conduct and attacks on the mental illness Ms. Ramirez suffers from.

Jim Torres stated that he also turned in comments that were not read during the meeting and that he is in support of the South Gate Police Department.

Daniela spoke in support of mental health programs needed in South Gate and the need for more non-profit resources. She would like to see the funding cut from the Police Departments budget.

Edward Singleton is in support of cutting a percentage of the Police Departments budget and use those funds to improve resources for the City.

Amanda Tapia is in support of a 50% reduction of General Fund monies being issued to the Police Department, a freeze on all new hires, a 10% pay cut to the top ten City Officials (8 of which are from the South Gate Police Department), no pay increases for all City Officials, a halt on purchasing the police scanner and regulation on overtime for the Police Department. If the city is facing a seven million dollar deficient shouldn't you be looking at what the greatest expenditure is. That expenditure is the South Gate Police Department.

Lucy Lucano spoke in favor of defunding the Police Department.

## REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020

### COMMENTS FROM THE AUDIENCE CONT'D

Adolfo Varas spoke in support of South Gate Police Department. He spoke on how the City partners with nonprofit organizations to provide services to the community.

Jessica spoke in favor of defunding the Police Department.

Diego Sepulveda, Planning Commissioner stated that because of his immigrant status it does not make him any less able to serve the City. He deserves the same opportunity to serve the City as anyone else. He has worked on many political campaigns but has not had the opportunity to vote. He is excited to serve as a commissioner because he is a representative of what South Gate is.

Marialena is in support for defunding the Police Department and would like to see the money go to educational programs for the community.

Claudia Cardenas spoke in support of the South Gate Police Department.

Joe Strummer spoke in support of the South Gate Police Department and thanked the City Council for making July Mental Health Awareness Month.

John Montalvo spoke about the behavior of a South Gate Commissioner regarding her comments about mental health and would like the Council Member that appointed them to review her behavior. He also believes that the recent appointment to the Tweedy Mile Advisory Board is questionable.

Edgar spoke about defunding the Police Department and would like to see general funds go to programs that would benefit the community.

Patty spoke in support of the South Gate Police Department.

Kay spoke in favor of defunding of the South Gate Police Department and she has seen cases of Police harassment.

Candice Esquivel spoke in support of the South Gate Police Department and spoke on the behavior of Commissioners.

Jose stated that South Gate has the seconded highest COVID cases in the area. He continued to share statistics on the community of South Gate and that South Gate is lacking in health, recreation and employment while the Police Department uses City Funds to provide meals for their employees with City Credit Cards.

Susana Corcios spoke in support of the South Gate Police Department.

## REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020

### COMMENTS FROM

#### THE AUDIENCE CONT'D

Carmen Avalos, City Clerk read into the record the comments received by emails prior to the City Council Meeting in support of defunding the Police Department sent by the following:

Sammy Monarrez	Leslie Ruvalcaba	Giana Saucedo
Cinthia Zavala	Antonio Avalos	Jessica Barajas
Andres Mier	Brian Lopez	Brandon Aguirre
Veronica Trujillo	Marianna Cid	Marco Tapia
Adan Erazo	Isa Ortega	Amiee P.
Ariana Preciado	Vanessa Sanchez	Brandy Diaz
Jazmin Doredo	Veronica Hernandez	Christopher Beltran
Jacqueline Valezeula	Alex Sanchez	Valeria Barragan
Lucy Lucano	Marilyn Gomez	Kayla
John Rodriguez	Amber Rivera	Helen Marie
Evelyne Limon	Melissa Movene	Kimberly Morales
Magdalena Chavez	Liliana Preciado	Yesenia Garcia
Liliana Calvillo	Genesis Olague	Sheryl Desir
Miguel Moran	Crystal Esparza	Jacqueline Gomez
Tommy Briceño	Victoria Little	Michelle Razo
Jessica Iniguez	Andrea Soria	Diana Torres
Roxanna Andrade	Oswaldo Gomez	Daniela Soto

Carmen Avalos, City Clerk read into the record the additional comments of Amanda Tapia in favor of defunding the Police Department.

Carmen Avalos, City Clerk read into the record the comments of Sylvia Leon, Georgina Diaz, and Richard Hall in support of the South Gate Police Department.

Carmen Avalos, City Clerk read into the record the comments of Krystopher Hall, Candice Corcios, Janet Smith and Jose Urita in support of the South Gate Police Department.

Carmen Avalos, City Clerk read into the record the comments of Sandra Lozano expressing her concerns with regards to the lack of resources for those with mental health issues and families in need.

Carmen Avalos, City Clerk read into the record the comments of Alonzo Urita expressing his concerns with regards to criminal activity in the Parks and supports the South Gate Police Department.

Carmen Avalos, City Clerk read into the record the comments of Mary Castillo in support of the South Gate Police Department.

Carmen Avalos, City Clerk read into the record the comments of Renee Acero in support of the South Gate Police Department.



## REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020

### COMMENTS FROM

#### THE AUDIENCE CONT'D

Carmen Avalos, City Clerk read into the record the comments of lbvranch@roadrunner.com expressing his concerns with regards to criminal activity in the Parks and supports the South Gate Police Department.

Carmen Avalos, City Clerk read into the record the comments of Victor Manalo expressing his concerns with regards to the lack of resources for South Gate families in need.

Carmen Avalos, City Clerk read into the record the comments of Georgina Contreras and Silvia Leon in support of the South Gate Police Department.

Carmen Avalos, City Clerk read into the record the comments of Christian Machuca, Alberto Avalos, Jessica d'Entremont and Andres Gonzalez in support of defunding the Police Department.

Chief Randy Davis, South Gate Police Department spoke on the duties and funding for the South Gate Police Department. He stated that he has been with the Police Department for over 30-years and has not worked for an agency that values the community more than South Gate Police Department. South Gate has the lowest officer ratio in the State of California. He welcomes substantive conversations regarding change.

### REPORTS AND COMMENTS

#### FROM CITY OFFICIALS

Steve Costly, Acting Parks and Recreation Director stated that the Parks Department hosted drive-in swim lessons with about 160 kids taking part. There was also a drive-in rabies clinic on the weekend with over 80 cars. The Parks Department has reinstated the call center for the seniors of the community. Staff has been working with Los Angeles County Health Department to bring a COVID-19 testing center to South Gate Park and could possibly start within the next couple of weeks. If approved they will be looking to hire some South Gate residents to assist with the site.

Joe Perez, Community Development Director stated that restaurants are allowed to continue to serve out doors and staff has developed a very stream lined process for a no fee permit. Currently, we have 5 restaurants that have been approved for outdoor dining and 4 restaurants where the applications are pending but are expected to be approved within a few days. By the end of the week the Community Development Department is planning on going live with a new appointment scheduling system. This will enable the public to schedule appointments using an app on their phone and computers to meet with staff.

## REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020

### REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Mike Flad, City Manager reported that City Hall is operating under limited walk-in operations from 10:00 AM to 2:00 PM and we are monitoring this daily to see if there could be changes in how we handle this. Within the last 24 hours 73 people died as a result of COVID-19 and South Gate is at a cumulative total of over 2,400 cases. He reminded everyone to wear your mask, social distance, wash your hands and only take those trips that are absolutely necessary. The vast majority of transactions for City Hall can be done online or over the phone.

Carmen Avalos, City Clerk stated that the City Clerk's Office is taking appointments to facilitate Passport applications. She reported that the wait time from the Department of State is 2 to 4 months to return the passport with no expediting of applications at this time.

Greg Martinez, City Treasurer stated that he was tested for COVID. He was exposed to COVID by a coworker and out of an abundance of caution he decided to self-quarantine. He hopes we are able to get a testing facility here in South Gate. The Homeless Shelter that he has been working with has been extended due to the pandemic.

Council Member Hurtado encouraged everyone to fill out the Census. There are currently 2,432 confirmed cases and 38 deaths of COVID. He thanked everyone that has been working to get food out to the community. It is hard to find the resources now. He said that times are hard but we need to focus on how to make the community better. The political attacks need to stop so we can focus on the community. He believes that we must fight for equality for all people. People are saying that Council Member Hurtado voted against Diego Sepulveda because he is gay but if you check the record you will see it was a 5 to 0 vote. He never raised an issue with the LGBTQ community. He hopes to not have to bring these issues up again as the community needs 100% of our support during these times.

Council Member Diaz thanked everyone that called in to voice their concerns. Council Member Diaz stated that she has been tested twice now for COVID and is also in a self-quarantine. She has been working with local officials to get more testing centers in the South East Area and is hopeful that this is going to be addressed. She asked Mr. Costley about the parking situation at the Hollydale Parks.

Mr. Costley responded that the City has closed all the parking lots for all the City parks. Before the 4<sup>th</sup> of July, staff was noting that there were huge increases in numbers at all of our parks. As the number of COVID-19 cases continue to rise in South Gate we closed the parking lots to slow down the number of people using the playgrounds and picnic areas.

## REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020

### REPORTS AND COMMENTS FROM CITY OFFICIALS

#### CONT'D

Council Member Diaz responded to Council Member Hurtado comments regarding Mr. Sepulveda and the LGBTQ community. She also hopes that these issues can be put behind them and continue working together to support the community.

Council Member Avalos also thanked everyone that called in to voice their concerns. She congratulated Mayor Davila for becoming Chair for the COG and congratulated Council Member Diaz for advocating for South Gate and the South East Cities with Representative Hilda Solis in making sure that South Gate has a center for COVID. She also thanked the City Clerk for her work at the Council Meetings. She suggested that all of the Council Members talk to their commissioners and remind them that they do represent the City Council and everyone should be mindful of how comments affect a person. Council Member Avalos would like to adjourn tonight's meeting in memory of the South Gate residents that have passed away from COVID. She thanked the City Treasurer for all his work volunteering with-in the community.

Vice Mayor Rios thanked the residents for their input and is happy to see the younger residents get involved. He thanked Council Member Diaz for her work on getting COVID testing for our community. The Vice Mayor reported that the Resilience Project with HUB Cities received a grant for 1.2 million to support undocumented families that have been impacted by COVID. HUB Cities have given 500 families \$2,000.00 to help with rent, health and security. He stated that the college will be continuing with online learning and the Gateway Cities Metro Council will be doing some route changes to our bus routes.

Mayor Davila announced that with the Gateway Cities Metro Council there will be a hearing on the 105 express on July 15<sup>th</sup> via Zoom. The Mayor thanked everyone that participated tonight and called in with their concerns. She was appointed Chair for the COG and is looking forward to working towards bringing more resources to our community. She requested setting up a call with the Chief of Police to discuss creating an adhoc Committee to find ways to help our residents. She feels that this is not the time for defunding but for finding solutions.

#### CONSENT CALENDAR

Agenda Items 3, 8, 9, 11, 12, 14, 16 and 17 were unanimously approved by motion of Vice Mayor Rios and seconded by Council Member Hurtado. Items 4, 5, 6, 7, 10 13 and 15 were pulled for separate discussion.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

## REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020

3

### PARK FACILITIES

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

- a. Adopted Resolution No. 2020-28-CC - entitled a Resolution of City of South Gate authorizing the application and accepting grant funds in the amount of \$200,000 from the California Natural Resources Agency to complete Deferred Maintenance Projects at South Gate Park; and
- b. Authorized the City Manager to execute and submit the State of California Natural Resources Agency Grant Agreement in a form acceptable to the City Attorney.

4

### HOUSING

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

- a. Adopted Resolution No. 2020-29-CC - entitled a Resolution of City of South Gate authorizing application, submittal and receipt of grant funding in the amount of \$721,320 from the California Department of Housing and Community Development's Permanent Local Housing Allocation Program;
- b. Increased the Fiscal Year 2020/21 revenue projection in Account Number 265-4675 (Permanent Local Housing Grant Fund - Affordable Housing) by \$721,320 from \$0 to \$721,320;
- c. Appropriated \$721,320 to Account Number 265-608-41-6670 (Permanent Local Housing Grant Fund - Affordable Housing); and
- d. Authorized the City Manager to execute and submit the Standard Agreement for this grant, including amendments, in a form acceptable to the City Attorney.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

**REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020**

**5  
COMMUNITY  
PROMOTION**

The City Council unanimously approved A and B by motion of Council Member Avalos and seconded by Council Member Hurtado.

- a. Agreement (Contract No. 2020-51-CC) with the South Gate Chamber of Commerce for Community Promotion Activities for Fiscal Year 2020/21 and Fiscal Year 2021/22, retroactively effective July 1, 2020, in the amount of \$50,000 per year; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

**6  
COMMUNITY  
PROMOTION**

The City Council unanimously continued this item to the meeting of July 28, 2020 during Consent Calendar.

- a. Approving Amendment No. 2 to Contract No. 3562 with Tripepi Smith and Associates, Inc., for additional Marketing and Economic Development Design Support Services on an as-needed basis, in the amount of \$10,000;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City attorney.

**7  
BUILDING**

The City Council unanimously continued this item to the meeting of July 28, 2020 during Consent Calendar.

- a. Approving Amendment No. 1 to Contract No. 3360 Interwest Consulting Group to continue providing plan check and building inspection services for an additional two-year term, in an amount not to exceed \$500,000, or \$250,000 annually; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

**REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020**

**8**

**ANIMAL CONTROL**

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

- a. Approved Amendment No. 1 to Contract No. 3525 with the Southeast Area Animal Control Authority for animal control and sheltering services, retroactively effective July 1, 2020, for an amount not to exceed \$627,538 for Fiscal Year 2020/21; and
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

**9**

**WATER FACILITY  
CHLORINATION**

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

- a. Agreement (Contract No. 2020-52-CC) with MNS Engineers, Inc., for construction management and inspection services for the Water Facility Chlorination System Upgrades Project, City Project No. 586-WTR, in an amount not-to-exceed \$399,580; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**10**

**INDUSTRIAL WASTE**

The City Council considered:

- a. Approving an Agreement with John L. Hunter and Associates, Inc., for the management of the Industrial Waste Program and the Fat, Oil, and Grease Control Program, for a three-year term, in an amount not to exceed \$167,940, or \$55,980 annually; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Art Cervantes, Director of Public Works spoke to Mr. Hunter about lowering his fees at the request of Council Member Avalos. Mr. Hunter agreed to lower his fee to \$54,345.00 to match the lowest proposal received by the City. City Council directed Mr. Cervantes to see if Mr. Hunter would accept a yearly contract instead of a three-year term.

The City Council unanimously continued this item to the meeting of July 28, 2020.

Item 10 was reconsidered after the conclusion of Item 18.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020

0 10  
INDUSTRIAL  
WASTE CONT'D

The City Council approved an Agreement (Contract No. 2020-53-CC) with John L. Hunter and Associates, Inc., for a three-year term at \$54,345.00 annually by motion of Council Member Avalos and seconded by Mayor Davila.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

11  
CHAKEMCO ST

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

- a. Agreement (Contract No. 2020-54-CC) with Engineering Resources of Southern California, Inc., to provide construction management and inspection services for the Chakemco Street Improvement Project, City Project No. 593-ST, in an amount not-to-exceed \$55,372; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

12  
CITY PROJECT  
413-ST/496-ST

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

- a. Approved an Agreement (Contract No. 2020-55-CC) with Southstar Engineering & Consulting, Inc., for construction management and inspection services for the construction of street improvements on Garfield Avenue from South City Limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL 5257(030), the Firestone Boulevard and Otis Street Improvements, and the Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032), in an amount not to-exceed \$428,136;
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

## REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020

13

### ENGINEERING

The City Council unanimously continued this item to the meeting of July 28, 2020 during Consent Calendar.

- a. Approving an Agreement with Kimley-Horn and Associates, Inc., to provide traffic engineering and staff augmentation services for a two-year term with an option for a one-year extension, for an annual amount not to exceed \$105,000; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

14

### TRUCK IMPACT

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

- a. Amendment No. 5 to Contract No. 2796, Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority retroactively extending the grant funds lapsing date from February 28, 2019 to February 28, 2020, for the Firestone Boulevard Regional Corridor Capacity Enhancement, Metro Project ID No. F3124, City Project No. 476-TRF, for the 2009 Call for Projects Program grant funds; and
- b. Authorized the Mayor to execute Amendment No. 5 in a form acceptable to the City Attorney.

### EXCUSED FROM ITEM 15

At this time, Council Member Hurtado recused himself on this item.

15

### URBAN REFORESTATION

The City Council approved the Trust for Public Land to pursue private donor opportunities to raise funds for the Urban Orchard Project, City Project No. 539-PRK, and to offer naming opportunities to project donors dependent on the amount of the donation by motion of Mayor Davila and seconded by Council Member Avalos.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Avalos, yes; Council Member Hurtado, recused.

16

### PARKING

The City Council unanimously rescheduled consideration to approve the Citywide On-Street Parking Management Plan and the Priority Tool Kit to an in-person City Council Meeting after the COVID-19 pandemic during Consent Calendar.



**REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020**

**17  
MINUTES**

The City Council unanimously approved the Regular and Special Meeting minutes of June 23, 2020 during Consent Calendar.

**18  
CHLORINATION  
SYSTEM**

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

- a. Agreement (Contract No. 2020-56-CC) with Pacific Hydrotech Corporation to construct the Water Facilities Chlorination System Upgrades (Project), City Project No. 586-WTR, in an amount not-to-exceed \$3,333,600;
- b. Authorized the City Manager to approve up to \$200,000 in construction change orders to be funded with budget contingency funds;
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Approved the Notice of Exemption for the construction of the Project and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

**19  
WARRANTS**

The City Council approved the Warrants for July 14, 2020.

Total of Checks:	\$2,552,318.10
Voids:	\$ (930.60)
Total of Payroll Deductions:	<u>\$ (420,561.69)</u>
Grand Total:	\$2,130,825.81

Cancellations: 85801, 86867, 87953, 87968, 88292, 88699

The Warrants for FY 2019/2020 were unanimously approved with the exception of #89157, #89186, #89299 by motion of Council Auditor Avalos and seconded by Mayor Davila.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

**REGULAR CITY COUNCIL MEETING MINUTES OF JULY 14, 2020**

19

**WARRANTS CONT'D**

Jackie Acosta, Director of Administrative Services stated that there are actually two registers (FY 2019/2020 and FY 2020/2021) and the FY 2020/2021 Warrants did not get listed on the Agenda. She asked the City Attorney for clarification since it was attached to the staff report but not posted on the Agenda.

Raul F. Salinas, City Attorney explained that one way to handle this is to walk the item on if it can not wait for the next City Council Meeting or it can just be ratified. Mr. Salinas recommends that since the item was attached to the staff report and posted the City Attorney believes it can be approved without a walk on vote.

Mike Flad City Manager agreed that the item is in compliance with the Brown Act as long as the warrants were reviewed and the Auditor approves.

The City Attorney and the City Manager requested that at the next posting of the agenda the FY 2019/2020 warrants be reposted.

The City Council approved Check #89167 and Check #89318-#89329 in the amount of \$244,122.47 and repost the FY 2020/2021 on the agenda of the next regular City Council meeting by motion of Council Auditor Avalos and seconded by Mayor Davila.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

**ADJOURNMENT**

Mayor Davila unanimously adjourned the meeting in memory of the 38 South Gate residents that have passed from COVID-19 at 10:50 p.m. and seconded by Council Member Avalos.

**PASSED and APPROVED** this 28<sup>th</sup> day of July 2020.

ATTEST:

\_\_\_\_\_  
Maria Davila, Mayor

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

RECEIVED

Item No. 9

JUL 21 2020

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

12:10pm

AGENDA BILL

For the Regular Meeting of July 28, 2020  
Originating Department: Administration

Management Analyst:

*M. R. U.*  
Marina Urias

City Manager:

*[Signature]*  
Michael Flad

**SUBJECT: MEMBERSHIP WITH THE GOVERNMENT ALLIANCE ON RACE AND EQUITY ORGANIZATION**

**PURPOSE:** Council Member Maria del Pilar Avalos requested the addition of this item on the Agenda to consider a membership with the Government Alliance on Race and Equity organization.

**RECOMMENDED ACTION:** Approve an annual membership with the Government Alliance on Race and Equity organization to advance racial justice and equity in the community, in the amount of \$1,000.

*GA/24*  
**FISCAL IMPACT:** Funds for this membership are available in the Fiscal Year 2020/21 Municipal Budget in Account Number 100-110-11-6304 (General Fund – City Council – Memberships & Dues).

**ANALYSIS:** None.

**BACKGROUND:** As cities across California begin to implement organization wide reforms relating to race equity, Council Member Avalos would like to consider a membership with the Government Alliance on Race and Equity (GARE) organization to assist the City advance racial justice and equity in the community.

GARE is a national network of cities, counties and state agencies working to achieve racial equity and advance opportunities for everyone, particularly people of color. GARE provides best practices, tools and resources to help governments build and sustain current efforts for racial equity. They have a large network across the country –150 cities and 32 state members.

The membership benefits include:

- Monthly, quarterly & annual membership meetings to share ideas and resources with other members.
- Webinars to learn from staff and members on a particular subject that is pertinent to racial equity.
- Technical assistance from regional managers and other experts.
- Employee equity assessment – GARE assesses the knowledge, skills, and experiences of employees related to race and equity.
- Access to the GARE Online Portal for documents, library, member forum, and discussion groups.

The annual GARE membership cost for the City would be \$1,000. There's a two week timeline to become a member and receive immediate connection to benefits.

The member expectations are:

- Regular participation in monthly calls, working groups, regional meetings and webinars
- Reading and responding to communications and member surveys
- Actively sharing successes and challenges with other members

**ATTACHMENT:** Government Alliance on Race and Equity Membership Information.



race  
forward

# Informational Session

Government Alliance on  
Race & Equity

LOCAL AND REGIONAL  
GOVERNMENT ALLIANCE ON  
RACE & EQUITY



# Today's Agenda

## Part I

- Welcome & Introductions
- Who we are & why we lead with race
- National best practice
- Member benefits
- Types of engagement

## Part II

- Member Orientation
- Portal Demo
- Next Steps

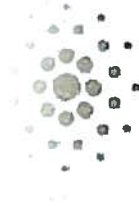


# Introductions

- Your name & title
- Your jurisdiction

In the chat box:

- What brought your jurisdiction to GARE?
- What are you hoping to get out of this informational session?



LOCAL AND REGIONAL  
**GOVERNMENT ALLIANCE ON  
RACE & EQUITY**

race  
forward

# About Us

Race Forward: The Center for Racial Justice Innovation united with Center for Social Inclusion in 2017 to become the new Race Forward.

The new Race Forward will work to transform institutions and partner with communities to move policy, culture, and narrative for racial justice.





# Our Work Includes

- Colorlines
- Facing Race Conference
- GARE (Government Alliance on Race and Equity)
- & More: Research, Policy, Movement & Capacity Building, and Narrative, Arts & Culture



# Government Alliance on Race & Equity

A national network of government working to achieve racial equity and advance opportunities for all.

- ✓ Core network – 178 members and growing!
- ✓ A half-dozen state agencies
- ✓ Expanded network - 32 states / 150+ cities
- ✓ Provide tools to put theory into action





# The GARE Team



Ashley Horne

LOCAL AND REGIONAL  
**GOVERNMENT ALLIANCE ON  
RACE & EQUITY**

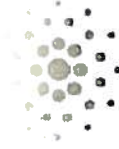
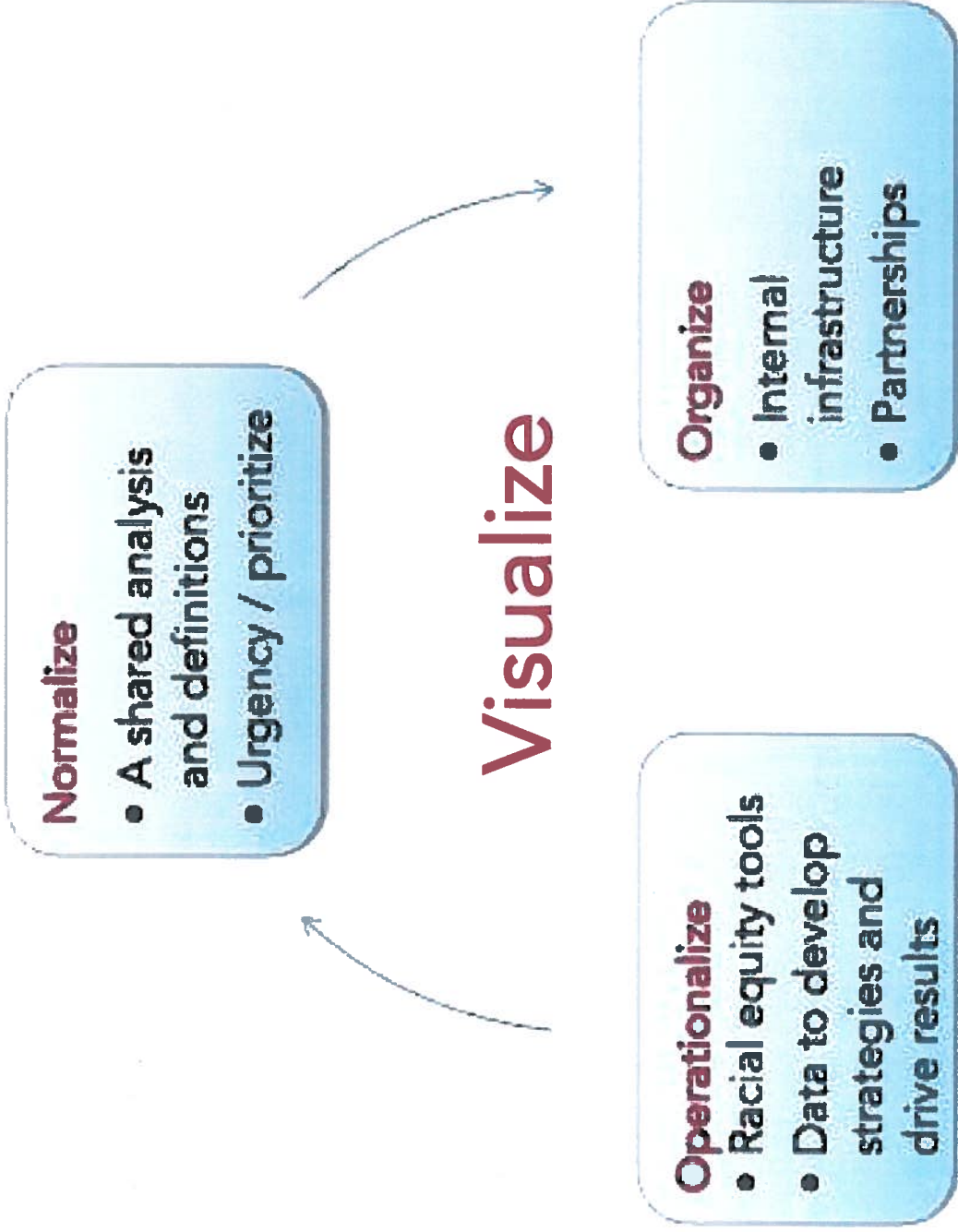


# Why we lead with race

- Racial inequities are deep and pervasive
- Racial anxiety on the rise – race is often an elephant in the room
- Learning an institutional and structural approach can be used with other areas of marginalization
- Specificity matters



# National Best Practice



# Member Benefits

GARE Online  
Portal

Working  
Groups

Annual  
Membership  
Meeting

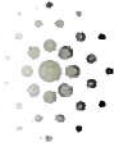
Quarterly  
Regional  
Connections

Monthly  
Membership  
Connections

GARE 365  
Webinars

Employee  
Assessment

Opportunities  
to Share



LOCAL AND REGIONAL  
**GOVERNMENT ALLIANCE ON  
RACE & EQUITY**



# Membership

**ASSOCIATE** (where one agency or department joins on its own) = pay annual dues of \$1,000

**CORE** (where an entire municipality or county joins the network) = pay annual dues on a sliding scale, based on number of employees:

- Up to 1,000 employees = \$1,000
- 1,001 to 4,000 employees = \$3,000
- 4,001 to 8,000 employees = \$7,500
- 8,001 to 14,000 employees = \$10,000
- 14,001 to 20,000 employees = \$15,000
- More than 20,000 employees = \$20,000

**STATE AGENCY** (where an agency/department engages in statewide work) = pay annual dues on a sliding scale, based on number of employees:

- Up to 500 employees = \$2,000
- 501-4,000 employees = \$4,000
- 4,001 – 10,000 employees = \$8,000
- More than 10,000 employees = \$12,000





# Other Types of Engagement

## **Contracts**

Where a single member jurisdiction has contracted GARE for a specific set of deliverables, including training and technical assistance, usually over a period of several months.

## **Cohorts**

Where GARE has determined to engage with a group of jurisdictions in the same geographic area on a contractual basis, for a specific set of deliverables including training and technical assistance, usually over a period of several months.

## **Convenings**

In-person gatherings of members, usually for 1-2 days, that include information on government's role in advancing racial equity.



LOCAL AND REGIONAL  
**GOVERNMENT ALLIANCE ON  
RACE & EQUITY**



# How to Join

- Complete membership form online
  - <https://www.racialequityalliance.org/members/join/>
- 2 week timeline to process
- You'll receive:
  - A Welcome Packet
  - Regional Manager Introduction
  - Immediate Connection to Benefits

Questions? Contact Ariana Flores, Membership Director, at AFlores



RECEIVED

JUL 22 2020

City of South Gate  
CITY COUNCIL

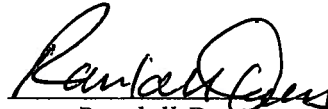
CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

2:50pm


AGENDA BILL

For the Regular Meeting of: July 28, 2020  
Originating Department: Police Department

Department Director:

  
Randall Davis

City Manager:

  
Michael Flad

**SUBJECT:** BODY-WORN CAMERA PROGRAM FOR THE POLICE DEPARTMENT

**PURPOSE:** To explore the implementation of the body-worn cameras for sworn police officers.

**RECOMMENDED ACTION:** Receive and file status report on the body-worn camera program for South Gate Police Officers.

*GA/1/18/20* **FISCAL IMPACT:** There will be no fiscal impact to the General Fund. It is estimated that this program will range from \$90,000 to \$125,000 annually and will depend on the vendor and equipment capacity and capabilities. The sources of funding for this program will come from the Fiscal Year 2020/21 Edward Byrne Justice Assistance Grant (\$42,237) and the Asset Forfeiture Fund.

**ANALYSIS:** The South Gate Police Department currently utilizes a digital audio recorder for sworn and civilian staff and department policy requires all officer/citizen contacts to be recorded and downloaded. The Police Department now believes that this is the time to make a serious consideration into transitioning to the body-worn camera system. This staff report will examine a number of considerations in establishing and implementing this program into the organization.

**BACKGROUND:** For nearly two decades, law enforcement agencies have explored and implemented the use of body cameras as a tool to help hold officers accountable and make departments more transparent. Law Enforcement can also use this technology as a means to help rebuild trust with their communities and reduce citizen complaints. Video footage can also be used to collect evidence or clearly identify police officer actions during a particular encounter.

Body worn cameras can be one of many approaches that law enforcement utilizes to bridge a gap between the public it serves. Some members of the community who may be suspicious of law enforcement or feel disenfranchised by law enforcement may view this as a step toward transparency and accountability by their police departments. Others may view this as a reason to believe that the police are genuine in their thoughts and actions while carrying out their duty to protect and serve them while at the same time protecting themselves.

**ATTACHEMENT:** Staff Report.

**South Gate Police Department**  
**Administrative Division**  
**Staff Report**



**To:** Chief Randall Davis  
**From:** Captain Darren Arakawa  
**Date:** July 21, 2020  
**Re:** Body Worn Camera Program

**Summary**

The ability of law enforcement to fight crime effectively continues to depend on the public's perception of the legitimacy of the actions of police officers. A number of recent civil disturbances across the United States subsequent to instances of lethal use of force by officers highlight the ongoing challenges in maintaining the public's perceptions of law enforcement legitimacy, particularly as it concerns the use of force.

The South Gate Police Department currently utilizes a digital audio recorder for sworn and civilian staff and department policy requires all citizen contacts to be recorded and downloaded. The Police Department is currently exploring the transition to the body-worn camera system. This staff report will examine a number of considerations in establishing this program.

**Background:**

Body-worn cameras have been viewed as one way to address challenges and improve law enforcement practice more generally. The technology, which can be mounted on an officer's eyeglasses or chest area, offers real-time information when used by officers on patrol or other assignments that bring them into contact with members of the community. Another benefit of body-worn cameras is their ability to provide law enforcement with a surveillance tool to promote officer safety and efficiency and prevent crime.

The emergence of body-worn cameras in policing the past several years has significantly impacted law enforcement operations across the United States. The decision to implement this technology comes with a number of considerations that should be researched at length prior to implementation.

A police department that deploys body-worn cameras is making a statement that it takes the issue and accountability seriously and the actions of its police officers are paramount to a successful service delivery model to the community. One key challenge is specifying how police body cameras should be used. Police departments should establish clear criteria for when officers activate cameras, which personnel will have access to the video, and how often the footage is reviewed.

Body-worn cameras can help improve the high-quality public service expected of police officers and promote the perceived legitimacy and sense of procedural justice that communities have and expect of their police departments. Furthermore, departments that are already deploying body-worn cameras advise that the presence of cameras often improves the performance of officers as well as the conduct of the community members who are recorded, which is an important advancement in policing.

The most common outcomes associated with the implementation of a body-worn cameras are the quality of officer-citizen interactions measured by the nature of the communication, displays of procedural justice and professionalism, and misconduct or corruption; use of force by officers; citizen satisfaction with law enforcement encounters; perceptions of law enforcement and legitimacy; suspect compliance with officer commands; and criminal investigations and law enforcement-initiated activity.

The South Gate Police Department has a positive and meaningful relationship with the community and as a result values the daily interaction that we have with them. While recent events have fractured the public sentiment towards police officers nationally, it has also developed a deep mistrust of the law enforcement profession. In particular, the South Gate Police Department wants to be on the forefront of transparency to help instill confidence and trust with our community.

### **Fiscal Impact**

There will be no fiscal impact to the general fund. It is estimated that the program will range from \$90,000 to \$125,000 annually depending on the vendor and equipment capacity and capabilities. The sources of funding for this project will come from the 2020/2021 Edward Byrne Justice Assistance Grant and the Asset Forfeiture Fund.

There are three vendors under consideration for the body worn camera and they include Lens Lock, Axon and Watch Guard. The South Gate Police Department has previous experience based on product demonstrations from Axon and Watch Guard and will be conducting a 30 day test and trial period for Lens Lock beginning in August of 2020.

RECEIVED

Item No. 11

JUL 22 2020

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

12:15pm

*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: July 28, 2020

Originating Department: Community Development

Department Director:

*Joe Perez*  
Joe Perez

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: RECOMMENDED INCLUSIONARY HOUSING ORDINANCE POLICY**

**PURPOSE:** To receive an update on the status of the inclusionary housing ordinance including the recommended framework for the policy.

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

- a. Receive and file status report of the recommended Inclusionary Housing Ordinance policy; and
- b. Provide direction to staff.

*AI/ML*  
**FISCAL IMPACT:** None associated with this action. If adopted by the City Council, the proposed Ordinance would permit the City to require and enforce the inclusion of affordable housing on future developments within the City limits. As an alternative to the production of such required housing on-site, applicants would be permitted various alternatives including the donation of land to the South Gate Housing Authority or payment of a proposed housing in-lieu fee to the City to be deposited into an affordable housing trust fund of the City. Both dedicated land and the affordable housing trust fund would provide the Housing Authority and City additional assets to further the production of affordable housing needed in South Gate.

Additionally, the proposed Ordinance could permit the Community Development Department to charge administrative fees for purposes of carrying out the ordinance, including the review and preparation of inclusionary housing plans and affordable housing agreements for eligible projects.

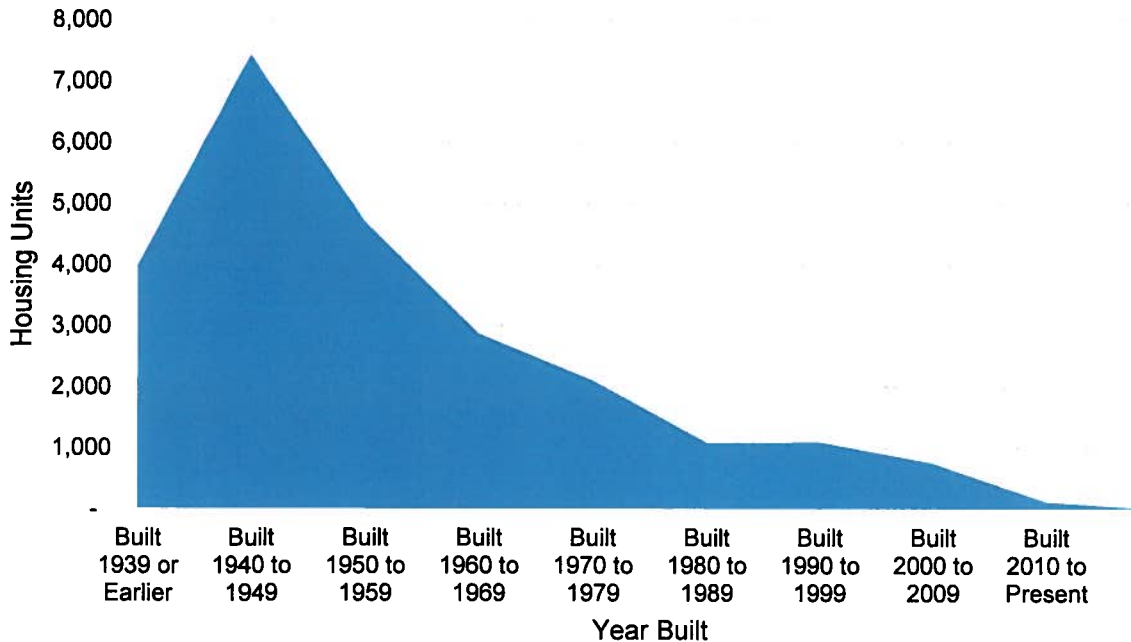
**ALIGNMENT WITH COUNCIL GOALS:** The proposed Inclusionary Housing Ordinance supports the goal of protecting strong and sustainable neighborhoods by increasing the ability of the City to affect the production of affordable housing in partnership with developers for future residential projects throughout the City.

**ANALYSIS:** The proposed Inclusionary Housing Ordinance provides the City an additional tool to address the significant affordable housing crisis facing South Gate residents, where nearly two out of every three renters are paying more than 30 percent of their income on housing and most residents cannot afford to purchase a home in South Gate despite the relatively lower cost of housing.

## Why an Inclusionary Housing Ordinance?

Inclusionary housing is a new concept in South Gate, as the City does not currently require any development to contain as a condition of approval affordable units. In Los Angeles County, for cities with limited amount of new development, inclusionary housing may not seem like a necessary tool; indeed in recent decades development in South Gate has slowed considerably compared to the Post-War era as shown in the chart below.

*Figure 1: Historical Housing Development in the City of South Gate (Source: ESRI Business Analyst)*



However, these historical trends are changing, both in the region and in South Gate in particular. Recent trends in infill markets have increased the demand for housing in close proximity to job centers as opposed to outlying areas. Both market trends and state housing policy are affecting this shift towards seeing more housing near transit and job centers.

The City is recognizing the need to adapt its land use policy to achieve these goals and remain in compliance with state law. This includes the creation of three specific plans, each of which would allow for additional infill residential and mixed used development to occur.

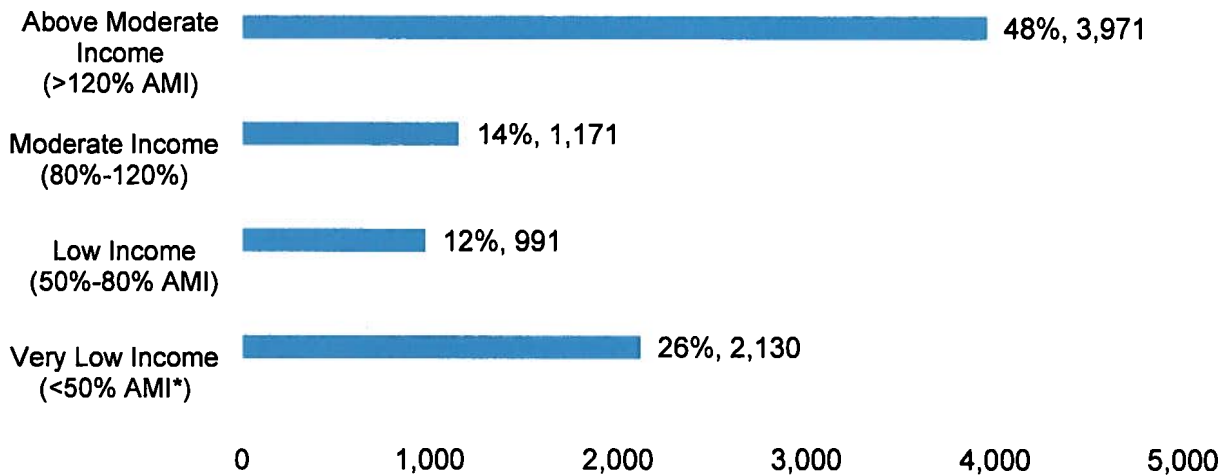
Figure 2: Anticipated New Residential Construction in Specific Plan Areas

Specific Plan Area	Anticipated Residential Units
Gateway District Specific Plan (Proposed) <sup>1</sup>	500
Hollydale Specific Plan <sup>2</sup>	618
Tweedy Boulevard Specific Plan <sup>3</sup>	1,060
<b>TOTAL</b>	<b>2,178</b>

While the California Department of Housing and Community Development (HCD) is still in the process of determining what the City of South Gate’s next (“6th Round”) fair share allocation from the Regional Housing Needs Assessment for the 8 year period beginning in 2021, the preliminary figures suggest South Gate may expect to see the need to produce 8,263 housing units, of which 2,130 (26 percent) would need to be affordable to very low income households (earning less than 50 percent of the County median income) with an almost equal amount of additional affordable units for low and moderate income households.

See the table below for a breakdown of the preliminary 6th Round RHNA requirements for South Gate.

Figure 3: 6th Round RHNA Requirements for South Gate (October 2021-September 2029) – Preliminary Subject to Change



<sup>1</sup> Public Review draft, Gateway District Specific Plan dated February 2019. Page 74

<sup>2</sup> Hollydale Specific Plan, adopted June 2017. Page 131

<sup>3</sup> Tweedy Boulevard Specific Plan, Adopted March 2019. Page 157



## How Other Los Angeles County Cities are Implementing Inclusionary Housing

Generally, inclusionary housing can be done in three different ways:

1. Through an inclusionary housing ordinance that applies citywide, such as what is proposed in South Gate
2. Through an overlay zone where a specific area or specific type of affordable housing is designated
3. On a case-by-case basis through the discretionary approval process.

For the most part, staff believes that an inclusionary housing ordinance that applies citywide is the most comprehensive and effective approach toward achieving the production of more infill affordable housing. South Gate's housing challenges go well beyond one specific type of housing needed, as the typical resident would qualify as a very low income household in Los Angeles County.

Twelve (12) of the 88 cities in Los Angeles County have an inclusionary housing ordinance, although only 10 of these 12 ordinances are effective at this time. Many of these predated changes to state law in 2017 (Assembly Bill 1505) which effectively reinstated the ability of a city to enact such policies on rental housing. Prior to AB 1505, courts ruled that cities could not require inclusionary housing on rental projects, specifically under the 2009 decision of *Palmer/Sixth Street Properties, L.P., et al. v. City of Los Angeles* (2009) 175 Cal.App.4th 1396 ("Palmer Case"). Two cities, Duarte and Whittier, have each suspended their ordinances previously due to the Palmer Case and have not yet taken action to reinstate their ordinances since AB 1505.

Among Gateway cities, no other city currently has an inclusionary housing ordinance, although the City of Long Beach is currently preparing to present an ordinance to its city council later this summer and the County of Los Angeles has been pursuing this effort recently as well.

An inclusionary housing ordinance generally requires applicants of market rate, non-income restricted housing to restrict a percentage the new units for affordable households, who earn less than 120 percent of the County median income, adjusted for household size. The percentage varies based on many factors, but generally anything over 15 percent would trigger state HCD review.

Figure 4. Inclusionary Housing Requirements in Los Angeles County

	Minimum Project Size		Inclusionary Requirement	
	Rental	Ownership	Rental	Ownership
<b>Existing Ordinances</b>				
1. Agoura Hills	1 unit	1 unit	15%	15%
2. Avalon	5 units	5 units	20%	20%
3. Burbank	1 unit	1 unit	15%	15%
4. Calabasas	5 units	5 units	50%	50%
5. Claremont	7 units	7 units	15%	15%
6. Duarte (suspended)	10 units	10 units	15%	15%
7. Glendale	8 units	N/A	15%	N/A
8. Pasadena	10 units	10 units	20%	20%
9. Rancho Palos Verdes	5 units	5 units	5% - 10%	5% - 10%
10. Santa Monica	2 units	2 units	25%	25%
11. West Hollywood	1 unit	1 unit	7.5% - 12%	15%
12. Whittier (suspended)	7 units	7 units	7.5% - 12%	15%
<b>Proposed Ordinances</b>				
1. Long Beach	10 units	10 units	12%	10%
2. Los Angeles County	10 units	10 units	10% - 20%	5% - 20%

Unlike these other jurisdictions, South Gate must balance an acute need for affordable housing given these facts:

- Favoring an inclusionary requirement:
  - South Gate has much lower household incomes than these other cities with inclusionary ordinances;
  - Housing costs in South Gate remain relatively low and yet very much out of reach for most South Gate residents;

- South Gate has a relatively high amount of future production required by the upcoming 6th round Regional Housing Needs Assessment (RHNA); and
- South Gate has experienced demand due to the planned extension of light rail through the City.
- Constraining the effectiveness of an inclusionary requirement in the City:
  - No adjacent city is currently pursuing an inclusionary housing ordinance;
  - South Gate does not want to discourage development by requiring such a high threshold for compliance that it effectively stalls any reinvestment in the City, which may only exacerbate the affordable housing crisis; and
  - Since inclusionary housing is underwritten by an applicant's profitability of market rate units, lower cost housing markets can be more difficult to finance such housing.

Weighing all of these factors, it is recommended that an inclusionary housing policy be considered that would generally require a lower percentage of affordable units citywide, with the exception of the Gateway District where there may be enough new housing that a higher percentage of inclusionary is warranted. And while the percentage of inclusionary housing may be lower than other Los Angeles County cities, it is recommended that all future housing, with a few exceptions, be subject to this requirement, even if it means requiring developers to pay an in-lieu fee.

Figure 5: Housing Market Conditions Relative to Inclusionary Requirement, Ranked by Housing Cost

City	Median Home Price Cost	Poverty Rate	Inclusionary Requirement
<b>South Gate (Recommended)</b>	<b>\$495,000</b>	<b>18.8%</b>	<b>8% - 12%</b>
Avalon	\$535,000	16.2%	20%
Duarte (suspended)	\$620,000	11.2%	15%
Agoura Hills	\$650,000	5.0%	15%
Claremont	\$680,000	8.3%	15%
Whittier (suspended)	\$477,000 - \$703,000	10.8%	7.5% - 12%
Glendale <sup>4</sup>	\$475,000 - \$1,185,000	14.9%	15%
Burbank	\$823,000 - \$1,000,000	10.8%	15%
Pasadena	\$713,000 - \$1,598,000	15.7%	20%
Rancho Palos Verdes	\$1,368,000	4.2%	5% - 10%
West Hollywood	\$1,446,000 - \$4,125,000	13%	7.5% - 12%
Santa Monica	\$1,813,000 - \$4,685,000	10.4%	25%
Calabasas	\$2,380,000	7.3%	50%

By law, cities imposing an inclusionary housing requirement must offer at least one alternative to building the units on-site. Among the 12 cities with such ordinances on the books already, most cities offer the option of paying an in-lieu fee (which the city then retains in an affordable housing trust fund for investment in future affordable housing projects, off-site construction, and acquisition and conversion of existing market rate units). In-lieu fees are a common alternative, with the exception being Avalon, which does not offer builders the alternative to pay a fee for fulfilling their ordinance.

The table below summarizes what alternatives to on-site production are available to applicants among the 12 cities in Los Angeles County.

<sup>4</sup> No inclusionary requirement for ownership housing.

Figure 6: Inclusionary Housing Compliance Alternatives to Onsite Production among Los Angeles County Cities

City	In-Lieu Fees	Off-Site Construction	Acquisition and Rehabilitation of Existing Units
Agoura Hills	✓	✓	✓
Avalon	No	✓	✓
Burbank	✓	✓	✓
Calabasas	✓	✓	✓
Claremont	✓	✓	No
Duarte (suspended)	✓	No	No
Glendale	✓	✓	✓
Pasadena	✓	✓	✓
Rancho Palos Verdes	✓	✓	No
Santa Monica	✓	✓	No
West Hollywood	✓	✓	No
Whittier (suspended)	✓	✓	No

Since identifying housing sites in South Gate may be very challenging, it is recommended that the ordinance provide maximum flexibility with these and other means for compliance.

#### Elements of the Proposed Ordinance

The proposed inclusionary housing ordinance sets forth two standards of inclusionary requirements depending on where in the City the project is located and offers alternatives to fulfillment on-site. This is due to the fact that a significant amount of new residential units may be developed in the soon-to-be adopted Gateway District Specific Plan area relative to the fact no residential uses exist in the area presently and its close proximity to transit (the proposed West Santa Ana Branch transit stop).

- **On-Site Inclusionary Requirements:** The table below summarize the proposed requirements of the ordinance, which would generally apply to all residential and mixed use projects in the City:

Figure 7: Inclusionary Production Requirements Proposed

Location	Rental Projects	Ownership Projects
Gateway District Specific Plan Area	12% including 6% affordable to Very Low Income Households	12% affordable to Moderate Income Households
Elsewhere in the City	8% including 4% affordable to Very Low Income Households	10% affordable to Moderate Income Households
Projects Less than 6 Units	Fee Only	Fee Only

These recommended inclusionary requirements are based on the three following factors:

- 1) A review of other LA County cities with an inclusionary requirement.
- 2) A desire to avoid HCD review by requiring more than 15 percent inclusionary production.
- 3) The need to not deter housing production in light of the fact that a developer of housing in South Gate must generally be able to build units for the same cost of construction elsewhere in LA County.

On this last point, the construction cost for housing in LA County is generally the same for similar product types, but for additional impact fees that some cities may charge. At the same time, housing prices and rents are definitely not the same, which is one important reason why developers find it feasible to build in built out areas closer to the coast where they can charge more for housing, than built out areas in the Gateway Cities.

This is not a situation unique to South Gate, but by adding a new requirement onto developers that may already find it relatively difficult to build non-subsidized, market rate and affordable housing, South Gate's land use polices should reasonably adapt by proposing relatively low inclusionary housing requirements, at least initially while other cities around South Gate have avoided this entirely.

Thus, staff is recommending an 8 percent inclusionary requirement on rental housing, with at least 4 percent affordable to very low income households (households earning 60 percent of County median income) and 10 percent for ownership housing, all of which would be for moderate income households (who are generally able to purchase affordable housing without subsidies).

Staff is recommending that the City establish a slightly higher percentage (10 percent) of inclusionary housing on ownership projects so that more South Gate residents have access to purchasing homes, as the vast majority of residents cannot currently afford to purchase a median priced home in the City today. All inclusionary ownership units would be affordable to moderate income households (households earning

less than 120 percent of the County median income, adjusted for household size), which is a higher level of affordability than what is proposed for rental projects and therefore more units can be made affordable in these projects. Further, the 10 percent requirement would allow the city to collect a reasonable amount of in-lieu fees comparable to other projects in the LA area. Generally, in lieu fees among LA County cities average around \$20,000 per unit.

In the Gateway District, the construction of a West Santa Ana Branch (WSAB) transit stop and the amount of anticipated redevelopment of this area from industrial to residential are expected to allow for a higher level of affordability. This is because state law affords developers incentives for building more housing, including affordable housing, near transit areas and the area generally lacks any affordable housing unlike the rest of the City. Therefore, a higher 12 percent requirement for rental and ownership housing in the Gateway District area is proposed.

- Alternatives to On-Site Production: The Government Code requires that cities must provide at least one alternative to on-site production to comply with an inclusionary ordinance.

Recognizing that on-site production in a dense city may be challenging, the proposed inclusionary housing ordinance allows applicants to produce the units off-site (elsewhere in the City), donate land, pay in-lieu fees, convert market rate units to affordable housing, and extend covenants of at-risk affordable housing in the City. In all of these alternatives, the Community Development Director could have the discretion to review the applicant's affordable housing plan to ensure not only that the alternative provides an acceptable amount of affordable housing, but do so in such a way so as to not concentrate this in any single part of the City.

Also, as noted in the table above, projects less than 6 units would not be required to produce inclusionary housing on-site and instead would be charged the in-lieu fee that would be collected by the Community Development Department and deposited into an affordable housing trust fund.

- Exemptions: The inclusionary housing ordinance provides three types of applications that would not be subject to the inclusionary housing requirement. These include most projects where an existing single unit is being replaced due to demolition or destruction, many types of 100 percent affordable housing projects, and accessory dwelling units.
- Standards: Inclusionary units should be constructed to the same standard and spread throughout a project. Units should remain affordable for a period of 45 to 55 years depending whether it is an ownership or rental project, and this affordability requirement should be secured by a recorded affordable housing agreement that is recorded on the property and would be binding on successive owners of the property.
- Procedures: Applicants should be required to prepare and submit an inclusionary housing plan that establishes the plan for fulfilling the inclusionary housing ordinance. No discretionary approvals, as well as the any building permits, would be issued until the applicant has submitted an inclusionary housing plan. The form and content of the inclusionary housing plan would be established if the ordinance is approved and becomes effective.

An affordable housing agreement would be prepared and recorded against the property where the allocated units would be constructed prior of the issuance of a certificate of occupancy.

### Implementation of the Ordinance

Implementation of the ordinance would be contingent upon its approval by the Planning Commission and City Council, and would entail subsequent actions by the Community Development Department, including:

1. Preparation of a Resolution setting Housing In-Lieu Fees: As mentioned earlier, it is recommended that an in-lieu fee option for conformance be included within the inclusionary housing ordinance. As proposed, the housing in-lieu fee would be charged to applicants of projects less than six units, as well as to applicants of larger projects that seek this alternative to on-site construction. The fee schedule would be established by resolution of the City Council, similar to other fees charged by the City. An in-lieu fee schedule would be presented to the City Council after the ordinance is effective.
2. Preparation of implementing policies and standard agreements. In order to make processing applications for inclusionary housing as straightforward as possible, we would prepare an inclusionary housing plan and agreement for applicants to use in submittal of their projects to the City.

**BACKGROUND:** The process leading up to the preparation of the proposed Inclusionary Housing Ordinance began initially with the City Council’s adoption of the City’s Economic Development Strategy (“Strategy”) in June 2018. At the time, the Strategy highlighted that approximately 66 percent of South Gate renters were spending more than 30 percent of their income on housing, and most residents could not afford to purchase a home in the City, despite relatively affordable home prices relative to other Los Angeles County communities. The Strategy established two goals to maintain a supply of affordable housing and partner with developers to ensure the production of such housing would become a reality.

As the City Council is aware, while South Gate and other Gateway cities are considered built out, the demand for housing and particularly housing that is affordable to a community with a median household income of approximately \$54,000, is a key priority. Redevelopment opportunities stemming from the implementation of the Tweedy Boulevard, Hollydale, and (soon) Gateway District Specific Plans would allow for additional housing to be developed in the City, but the City does not have requirements that future housing in these and other areas of the City be restricted to households earning less than 120 percent of the County median income, which for a family of four is \$92,750 a year in 2020, as well as those households at very low income levels, which for a family of four is \$56,300 a year in 2020.



Figure 8: South Gate Median Household Income Relative to LA County Affordable Income Limits

South Gate (4 Person Household)	LA County Affordable Housing Income Limits (4 Person Household, 2020)		
	Very Low Income	Low Income	Moderate Income
Median Household Income			
\$50,931 (2019)	\$56,300	\$90,100	\$92,750

While it is not possible to make existing housing stock affordable to most South Gate residents, what the City can do is shape its housing policies to ensure that future housing supply includes more affordable housing units and that such units would remain affordable with long term recorded covenants.

This information became the policy foundation for discussions with the City Council beginning in the Fall of 2019 when staff began the preparation of an inclusionary housing ordinance. Specific actions involving the creation of this policy included the following:

- November 11, 2019: City Council Study Session on the need for an inclusionary housing policy
- February 4, 2020: Planning Commission briefing
- March 11, 2020: Public workshop at City Hall

In each of these discussions, inclusionary housing was presented as one, but not the only, affordable housing initiative of the City. South Gate has 321 existing income restricted housing units for seniors and families. In addition to these units, approximately 400 eligible households receive Section 8 Housing Choice Voucher program administered by the City’s Housing Authority to keep otherwise market rate units affordable at 30 percent of their adjusted gross income. The Housing Authority also manages a HOME improvement loan program to provide financing to homeowners to make repairs to homes they own. Three affordable housing projects are planned in the City as well: the 60 unit PATH Villas project, a proposed 14 unit mixed income Habitat for Humanity townhome project on the 9000 block of Long Beach Boulevard, and a future affordable housing project on the recently acquired property at 13050 Paramount Boulevard.

While no small measures for a city without a source of ongoing funding for subsidizing housing, more paths for increasing affordable supply are necessary. With the opportunity presented by the three Specific Plans and increasing interest from developers attracted to the City’s location and proximity to job centers and future transit, the proposed inclusionary housing ordinance establishes an important milestone in securing a more equitable future for South Gate residents to purchase homes and remain in the City while accommodating the growth anticipated.

### Next Steps

Adoption of the inclusionary housing ordinance requires actions by both the Planning Commission and City Council. The tentative dates for these activities are noted in the schedule below.

Figure 9: Inclusionary Housing Ordinance Schedule

Task	Action
July 28	Report on Feasibility Study Findings
August 18	Planning Commission Reviews Ordinance (Noticed Public Hearing) and makes recommendation to City Council
September 8	City Council Reviews Ordinance- Intro (Noticed Public Hearing)
September 22	City Council Adopts Ordinance
September 22	City Council Adopts In-Lieu Fee Schedule by Resolution
October 23	Ordinance Effective

Once the ordinance is adopted, we will work on the necessary implementation policies to enact the ordinance, including preparation of a resolution setting the initial housing in-lieu fee and the creation of templates for the inclusionary housing plan and inclusionary housing agreements to assist applicants evaluate and process inclusionary housing applications in the Community Development Department.

**ATTACHMENT:** Draft Inclusionary Housing Ordinance

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

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA IMPLEMENTING INCLUSIONARY HOUSING**

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

**SECTION 1.** Amend the City of South Gate Municipal Code by implementing the provision of this Title 11, Division II in its entirety with the following new provisions to read and provide as follows:

**“11.29 INCLUSIONARY HOUSING**

**Section:**

- 11.29.010 Determinations.
- 11.29.020 Purpose.
- 11.29.030 Definitions.
- 11.29.040 Applicability.
- 11.29.050 Inclusionary Requirements.
- 11.29.060 Relationship to Density Bonus Provisions.
- 11.29.070 Alternative Compliance.
- 11.29.080 Exemptions.
- 11.29.090 Takings Determination.
- 11.29.100 Establishment, Payment, and Use of the Housing In-Lieu Fees.
- 11.29.110 Inclusionary Unit Development Standards.
- 11.29.120 Affordable Housing Incentives.
- 11.29.130 Inclusionary Housing Plan and Housing Agreement.
- 11.29.140 Administration.
- 11.29.150 Annual Review.
- 11.29.160 Affordable Housing Trust Funds.
- 11.29.170 Administrative Fees.

**11.29.010 Determinations.**

The City of South Gate declares that the provision of housing in a suitable living environment for all residents is a priority of the highest order and is consistent with State, regional and national policies. The goal of the City is to achieve a balanced community with housing available for persons of all

income levels. There exists within the City a shortage of housing that is affordable to households of lower and moderate incomes. Federal and State housing finance subsidy programs are not sufficient by themselves to satisfy these income housing needs. The City finds that the housing shortage for households of lower and moderate income is detrimental to the public health, safety and welfare and, further, that it is a public purpose of the City to seek assistance and cooperation from the private sector in making available an adequate supply of housing for persons of all economic segments of the community.

**11.29.020 Purpose.**

The purpose of this chapter is to enhance the public welfare and assure the compatibility between future housing development and the housing element of the City of South Gate general plan through increasing the production of housing units affordable to households of lower and moderate incomes. It is the purpose of this chapter to meet the City's general plan goals to expand the supply of housing available to lower and moderate-income households.

**11.29.030 Definitions.**

- A. "Affordability agreement" means a legally binding agreement between an applicant and the Housing Authority to ensure continued affordability of allocated units is maintained in accordance with this chapter.
- B. "Affordable rent" means the maximum monthly rent an owner may charge for an allocated unit in accordance with subdivision (b) of Section 50053 of the California Health and Safety Code, less the appropriate allowance for utilities.
- C. "Allocated (inclusionary) unit" means a newly constructed "for-rent" or "for-sale" dwelling unit which is: (1) provided (or caused to be provided) by an applicant under the provisions of this chapter; (2) to be made available and occupied by a household of lower or moderate income, as required under the provisions of this chapter; (3) subject to occupancy and affordable rent or sales price controls for a period of not less than 55 years; (4) compatible with the design of other units in the residential housing development of which it is part in terms of exterior appearance, materials and quality finish; and (5) a similar unit type and bedroom mix to the overall residential development.
- D. "Community care facility" means a facility, place or building which is maintained and operated, subject to licensing by the California Department of Social Services, to provide nonmedical residential care, which may include home finding and other services, for children and/or adults, including: the physically handicapped; mentally impaired, mentally disordered, or incompetent; developmentally disabled; court wards and dependents; neglected or emotionally disturbed children; the addicted; the aged. Community care facility includes a continuing care and retirement community.
- E. "Development standard" means a site or construction condition, including, but not limited to, height limits, required setbacks, maximum floor area ratio, onsite open-space requirement, or

required parking that applies to a residential development pursuant to any ordinance, General Plan, Specific Plan, charter, or other local condition, law, policy, resolution, or regulation.

- F. "Gateway District" means the area encompassed by the Gateway District Specific Plan as identified by the South Gate General Plan.
- G. "Health care facility" means a facility, place or building other than a hospital which is maintained and operated as a residence for patients and to provide long-term medical care. Includes nursing homes, intermediate care facilities, extended care facilities, hospice homes, and similar facilities which are licensed by the California State Department of Health Services, and defined in Health and Safety Code, Section 1200, et seq. May include a lab, radiology, pharmacy, rehabilitation, and other similar services as accessory uses.
- H. "Housing Authority of the City of South Gate" or "Housing Authority" means the not-for-profit public entity, responsible for ensuring adequate, decent, safe and sanitary housing for qualified people with limited income within South Gate consistent with federal, state and local laws and which is involved in administering programs designed to develop affordable housing, provide federal rental subsidy, and various other programs to benefit South Gate residents with limited income.
- I. "Housing in-lieu fee" means a fee paid by an applicant as an alternative to providing an allocated unit or a fraction of an allocated unit.
- J. "Income (household), low" means a household whose gross income does not exceed 80 percent of the area median income for the County of Los Angeles, adjusted for family size, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50079.5 of the California Health and Safety Code.
- K. "Income (household), very low" means a household whose gross income does not exceed 50 percent of the area median income for the County of Los Angeles, adjusted for family size, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50105 of the California Health and Safety Code.
- L. "Lower income household" is a general term which refers to households whose gross income falls under the categories of very low or low income as those terms are defined in this Section.
- M. "Moderate income household" means a household whose gross income does not exceed 120 percent of the area median income for the County of Los Angeles, adjusted for family size, as published and periodically updated by the State Department of Housing and Community Development pursuant to Sections 50079.5 and 50052.5 of the California Health and Safety Code.
- N. "Residential development" means a project containing at least one residential unit, including mixed use developments. For the purposes of this chapter, "residential development" also includes projects defined in California Government Code Section 65915(i), including a

subdivision or Common Interest Development, as defined in Section 4100 of the California Civil Code, approved by a City and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of California Government Code Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units.

- O. "Review authority" means the individual or official City body which has the responsibility and authority to review, and approve or disapprove, applications for land use entitlements.
- P. "Single room occupancy facility" is a residential building including units with living space with a minimum floor area of 150 square feet and a maximum of 400 square feet restricted to occupancy by no more than two persons. Kitchen and bathroom facilities may be wholly or partially included in each living space or may be fully shared.

**11.29.040 Applicability.**

The inclusionary requirements of this chapter apply to all residential developments within the City, including the residential component of mixed-use developments.

**11.29.050 Inclusionary Requirements.**

- A. Except those development projects complying with this chapter in an alternative manner consistent with Section 11.29.100 below, all residential or mixed use development projects shall be subject to the following inclusionary requirements:
  - 1. For-rent residential development projects shall provide at least 8% of the total number of new dwelling units as affordable to low income households or at least 4% of the total number of new dwelling units as affordable to very low income households.
  - 2. For-sale residential development projects shall provide at least 10% of the total number of new dwelling units as affordable to moderate income households.
- B. Notwithstanding the inclusionary requirements of subsection A above, all residential or mixed use development projects located in the Gateway District shall be subject to the following inclusionary requirements:
  - 1. For-rent residential development projects shall provide at least 12% of the total number of new dwelling units as affordable to low income households or at least 6% of the total number of new dwelling units as affordable to very low income households.
  - 2. For-sale residential development projects shall provide at least 12% of the total number of new dwelling units as affordable to moderate income households.
- C. Fractional units that may result from the application of these requirements will be addressed as follows:

1. For a fractional unit requirement of less than 0.5, the applicant will pay a fractional housing in-lieu fee.
  2. For a fractional unit requirement of 0.5 and above, the fraction will be rounded up to the next larger integer and treated as a whole unit.
- D. Residential or mixed-use development projects with six or fewer units shall pay a housing in-lieu fee as noted in Section 11.29.100.
- E. If a proposed residential development project would result in the elimination of existing deed restricted affordable housing units, the affordable units must be replaced on a one-for-one basis with equally affordable deed restricted units with a new affordable housing agreement recorded that results in resetting and making consistent the duration of affordability consistent with the requirements of this Section.
- F. An applicant proposing to provide on-site allocated units consistent with the inclusionary requirements of this section, is entitled to receive one incentive or concession, as outlined in Section 11.31.050 of the City's Density Bonus ordinance, or other benefits as negotiated with the City.

**11.29.060 Relationship to Density Bonus Provisions.**

An applicant proposing allocated units consistent with this Chapter 11.29 which also applies for a density bonus consistent with Chapter 11.31 of this code, may count units affordable to lower or moderate-income households toward both requirements. Additional units allowed by the density bonus shall not be included in the total project units when determining the proportion of required allocated units in a residential development.

**11.29.070 Alternative Compliance.**

Alternatives to provision of on-site allocated units or payment of the housing in-lieu fee in accordance with Section 11.29.100 include provision of allocated units off-site, directly by applicant or through an agreement with a third party, dedication or conveyance of land, conversion of market rate units to affordable, preservation of at-risk housing, use of inclusionary credits, or other innovative approaches. All alternative compliance measures must produce at least the same number and affordability of units that would have been provided on-site, and are subject to review and approval by the Director of Community Development.

- A. Allocated Units Provided Off-Site. An applicant may provide (or may cause a third party to provide) allocated units off- site ("off-site units").
1. Allocated units provided off-site must be located in the same general area of the City as the unallocated units of the development as determined by the Director of Community Development, unless the Director of Community Development makes a determination that

locating the off-site units in a different area of the City would better serve the General Plan housing goals of the City.

2. As part of the application submittal materials, if the applicant itself will provide the allocated units off-site, the applicant shall submit evidence that the applicant owns, or has an irrevocable option to purchase, the site where the off-site allocated units are proposed to be located; alternatively, if applicant enters into an agreement with a third party to provide the allocated units off-site, then the applicant shall cause such third party to submit evidence that the third party owns, or has an irrevocable option to purchase, the site where the off-site allocated units are proposed to be located.

B. Land Dedication or Conveyance Alternative. An applicant may offer to dedicate or convey land to the Housing Authority, situated on-site or off-site.

1. Land offered under this section must be within the City's boundaries and must be designated for a general plan land use which allows multifamily units.
2. The applicant shall provide an analysis which demonstrates that the land offered is suitable for affordable housing development in terms of size; location; general plan land use designation; availability of sewer, water and transit services; absence of toxics; absence of environmental constraints; site characteristics and surroundings. Staff will recommend to the review authority whether the dedication should be accepted.
3. The applicant shall also submit evidence that the applicant owns, or has an irrevocable option to purchase, the site proposed for dedication or conveyance.
4. Land conveyed under this section shall be used for the development of affordable housing for households of lower income.
5. Land shall be identified and offered for dedication or conveyance at the time of development application submittal. If the offer is accepted by the review authority, the land must be donated to the Housing Authority no later than the date of approval of the final subdivision map, parcel map or housing development application, and must have all the permits and approvals, other than building permits, necessary for development with the required number of affordable units.

C. Impaction Determination. Each site proposed to be dedicated or conveyed to the City for construction of affordable units or proposed for one or more off-site allocated units shall be evaluated as to whether the placement of such units will overly impact an area with lower income units. If the site is within 1,000 feet of one or more existing or approved developments in which more than 50 percent of the units are, or will be, restricted to occupancy by households of lower incomes, impaction shall be found. The review authority may override a determination of impaction by making findings that local schools, services and adjacent uses will not be negatively impacted by the construction of allocated or affordable units at the proposed site.



- D. Conversion of Market Rate Units to Affordable. An applicant may propose to convert existing market rate units to affordable units in an amount equal to or greater than the required on-site inclusionary housing requirement, including any needed rehabilitation to ensure compliance with building, health and safety standards.
- E. Preservation of At-Risk Housing. An applicant may offer to purchase long term affordability covenants on an existing deed restricted affordable housing project at imminent risk of contract termination and conversion to market rate housing.
- F. Credit for Additional Affordable Units. If an applicant completes construction on a site of a greater number of affordable units than required by this chapter, the additional units may be credited towards meeting the requirements of this chapter for a future project. The applicant may use credits in a future project or transfer the credits in writing to another developer. Credits will only be counted toward required affordable units with the same bedroom count, the same tenure (rental or ownership), and required affordability targets. The credits must be used within 10 years of issuance. Projects which have received a density bonus or which receive a government subsidy in any form, financial or other, shall not be eligible for credits.
- G. Innovation Encouraged. Innovative alternatives to providing affordable housing not outlined in this chapter shall be evaluated by staff and considered on a case-by-case basis. Substitute programs shall be permitted providing, at the recommendation of staff and determination of the review authority that the objectives of the inclusionary housing ordinance are being met with the alternate proposal.

**11.29.080 Exemptions.**

The following residential developments are exempt from the inclusionary requirements (Section 11.29.050) of this chapter:

- A. The construction of a dwelling unit to replace a previously existing dwelling unit situated on the same lot if the previous dwelling was demolished or destroyed within five years of the date the building permit application for the replacement unit is submitted to the Community Development Department.
- B. The construction of homeless shelters, community care facilities, health care facilities, single room occupancy units and units which, under agreement with the City or a City agency, are only available for occupancy by lower or moderate income households at affordable rents or affordable sales prices for a period of not less than 55 years.
- C. The construction of accessory dwelling units.

**11.29.090 Takings Determination.**

- A. Determination of a taking of property without just compensation. In accordance with the procedures provided by this section, an applicant may request a determination as to whether the requirements of this chapter, taken together with density bonuses and any concessions or other

incentives available under Chapter 11.31, would constitute a taking of property without just compensation under the California or Federal Constitutions.

1. If an inclusionary housing plan is subject to the approval of the Director of Community Development, the applicant may request the director to make a takings determination within fifteen days of the decision by the director to approve or disapprove the inclusionary housing agreement. The developer may appeal the director's takings determination to the City Council within fifteen calendar days after the date of the decision in compliance with Chapter 11.50.
  2. If an inclusionary housing plan is subject to the approval of the City Council, the developer may request the City Council to make a takings determination at the time it acts to approve or disapprove the inclusionary housing agreement.
- B. **Presumption of Facts.** In making the taking recommendation or determination, the director or City Council, as appropriate, shall presume each of the following facts:
1. Application of the inclusionary housing plan to the project; and
  2. Application and utilization of all density bonuses and incentives available under state and local law; and
  3. Utilization of the most cost-efficient product type for the inclusionary units that would meet the standards of this chapter; and
  4. The reasonable availability of external funding.
- C. **Modifications to Reduce Obligations.** If it is determined that the application of the provisions of this chapter would be a taking, the inclusionary housing plan shall be modified to reduce the obligations in the inclusionary housing component to the extent, and only to the extent necessary, to avoid a taking. If it is determined that no taking would occur though application of this chapter to the residential project, the requirements of this chapter shall remain applicable.

**11.29.100 Establishment, Payment, and Use of the Housing In-Lieu Fees.**

- A. Residential development projects shall be assessed a housing in-lieu fee as an alternative to provision of on-site allocated units in accordance with Section 11.29.050.
- B. The City Council, by resolution, shall establish the amounts and calculation of the housing in-lieu fee. The fee for a for-rent unit shall be paid no later than prior to the final inspection for each unit in a residential project; payment for a for-sale unit shall be no later than the close of escrow or one-year following the final inspection, whichever is sooner. The fee for rental and for-sale units shall be adjusted annually in July based on the annual percentage change in corresponding month in the Bureau of Labor Statistics Long Angeles/Long Beach/Anaheim Consumer Price Index – All Urban Consumers (CPI-U).

C. Except as otherwise provided in this Chapter 11.29, all housing in-lieu fees paid under this chapter shall be paid to the City and shall be used by the City's Housing Authority only for the development of housing situated within the City limits that is affordable to households of lower and moderate incomes, including, but not limited to, the acquisition of property, costs of construction, including costs associated with planning, administration and design, as well as actual building or installation costs, and program administration. Housing assisted with housing in-lieu fees shall be subject to a minimum 55-year affordability agreement with the Housing Authority encumbering the site where the assisted housing is situated.

**11.29.110 Inclusionary Unit Development Standards.**

A. All inclusionary units shall be:

1. Reasonably dispersed throughout the residential project;
2. Proportional, in number of bedrooms, and location, to the market rate units;
3. Comparable to the market rate units included in the residential project in terms of size, design, materials, finished quality, and appearance; and
4. Permitted the same access to project amenities and recreational facilities, as are market rate units.

B. Timing of Construction. All inclusionary units in a project shall be constructed concurrent with, or before the construction of the market rate units. If the city approves a phased project, a proportional share of the required inclusionary units shall be provided within each phase of the residential project.

C. Accessory dwelling units shall not be counted towards meeting a project's inclusionary requirements.

D. Units for Sale.

1. Time Limit for Inclusionary Restrictions. A unit for sale shall be restricted to the target income level group at the applicable affordable housing cost for a minimum of forty-five (45) years.
2. Certification of Purchasers. The applicant and all subsequent owners of an inclusionary unit offered for sale shall certify, in form and content acceptable to the City, the income of the purchaser.
3. Resale Price Control. In order to maintain the availability of inclusionary units required by this chapter, the resale price of an owner occupied inclusionary unit shall be limited to the lesser of the fair market value of the unit as established by a licensed real estate agent based upon three comparable properties or the restricted resale price. For these purposes, the restricted resale price shall be the greater of either the applicable affordable housing cost or

an amount equal to the sum of: a) the purchase price, b) an amount equal to ten percent of any increase in the applicable affordable housing cost since the previous sale of the unit, c) The adjusted amount of any capital improvements for which a building permit has been issued by the City and a certification of occupancy or similar final certification has been filed, or other improvements which adds assessed value to the unit, d) any applicable transaction fee charged by a real estate professional, and e) if the occupant has allowed the unit to deteriorate due to deferred maintenance, the restricted retail price shall be discounted in an amount equal to the costs necessary to bring the unit into conformity with the City Municipal Code.

4. **Inheritance of Inclusionary Units.** Upon the death of an owner of an owner-occupied inclusionary unit, title in the property may transfer to the surviving joint tenant without respect to the income-eligibility of the household. Upon the death of a sole owner or of all owners of an inclusionary unit and the inheritance of the property by one or more nonincome eligible children or stepchildren of the deceased, the property shall be sold to an income eligible household within one year of the time when the deceased's estate is settled. Inheritance of an inclusionary unit by any other nonincome eligible person or persons shall require the sale of the property to an income eligible person as soon as is feasible, but not more than one hundred eighty days after the deceased's estate is settled.
5. **Forfeiture.** If an inclusionary unit for sale is sold for an amount in excess of the resale price controls required by this section, the buyer and the seller shall be jointly and severally liable to the city for the entire purchase price of the unit. Recovered funds shall be deposited into the affordable housing trust funds. Notwithstanding the foregoing, it shall be within the discretion of the city manager to allow the buyer and seller one hundred eighty days to cure any violation of the resale price controls.

#### D. Rental Units.

1. **Time Limit for Inclusionary Restrictions.** A rental unit shall remain restricted to the target income level group at the applicable affordable housing cost for fifty-five years.
2. **Certification of Renters.** The owner of any rental inclusionary units shall certify to the director, on a form provided by the city, the income of the tenant at the time of the initial rental and annually thereafter.
3. **Forfeiture.** Any lessor who leases an inclusionary unit in violation of this chapter shall be required to forfeit to the city all money so obtained. Recovered funds shall be deposited into the affordable housing trust fund.
4. The director may require the execution and recording of whatever documents are necessary or helpful to ensure enforcement of this section; including but not limited to: promissory notes, deeds of trust, resale restrictions, rights of first refusal, options to purchase, and/or other documents, which shall be recorded against all inclusionary units.

E. General Prohibitions.

1. No person shall sell or rent an inclusionary unit at a price or rent in excess of the applicable affordable housing cost placed on the unit in accordance with this chapter.
2. No person shall sell or rent an inclusionary unit to a person or persons that do not meet the income restrictions placed on the unit in accordance with this chapter.
3. No person shall provide false or materially incomplete information to the city or to a seller or lessor of an inclusionary unit to obtain occupancy of housing for which that person is not eligible.

F. Principal Residency Requirement.

1. The owner or lessee of an inclusionary unit shall reside in the unit for at least ten out of every twelve months unless actively serving in the United States military. Notwithstanding this requirement, an owner or lessee may live elsewhere for a period up to six months every five years on account of hardships; including, but not limited to, medical reasons, the need to assist family member in crisis or medical need, and relocation for employment purposes.
2. No owner or lessee of an inclusionary unit shall lease or sublease, as applicable, an inclusionary unit without the prior permission of the director.

**11.29.120 Affordable Housing Incentives.**

An applicant may request the City provide regulatory, procedural or financial incentives, including but not limited to a density bonus or modified development standards, in exchange for providing on-site inclusionary units as required by this chapter. The request for incentives shall be included as part of the project application materials, and shall be subject to review and approval by the Director of Community Development.

**11.29.130 Inclusionary Housing Plan and Housing Agreement.**

- A. The applicant shall comply with the following requirements at the times and in compliance with the standards and procedures in the city's regulations for the implementation of this chapter.
  1. **Inclusionary Housing Plan.** An applicant shall submit an inclusionary housing plan, in a form specified by the Director of Community Development, detailing how the provisions of this chapter will be implemented for the proposed project. If the inclusionary housing plan includes alternatives to on-site units, then the inclusionary housing plan shall be subject to the review and approval of the City Council. All other inclusionary housing plans shall be subject to the approval of the Director of Community Development, subject to appeal to the City Council. Any such appeal shall be filed within fifteen days of the Director's decision.
  2. **Inclusionary Housing Agreement.** An applicant shall execute and cause to be recorded an inclusionary housing agreement. The inclusionary housing agreement shall be a legally

binding agreement between the applicant and the city, in a form and substance satisfactory to the director and the city attorney, and containing those provisions necessary to ensure that the requirements of this chapter are satisfied, whether through the provision of inclusionary units or through an approved alternative method. Once the residential development including allocated units has received its final discretionary approval, the applicant shall file an application, including payment of any processing and monitoring fees, with the Community Development Department for approval and finalization of the affordability agreement.

- B. A project providing allocated units consistent with this chapter and affordable units consistent with the provisions of the density bonus and other developer incentives chapter of this code may enter into a single affordability agreement.
- C. Discretionary Approvals. No discretionary approval shall be issued for a project subject to this chapter until the applicant has submitted an inclusionary housing plan.
- D. Issuance of Building Permit. No building permit shall be issued for a project subject to this chapter unless the Director of Community Development has approved the inclusionary housing plan, and any required inclusionary housing agreement has been recorded encumbering the project site.
- E. Issuance of Certificate of Occupancy. A certificate of occupancy shall not be issued for a project subject to this chapter unless the approved inclusionary housing plan has been fully implemented.

**11.29.140 Administration.**

- A. The City Council, by resolution, may from time to time adopt procedures, policies, rules and requirements, including the adoption of processing and administrative fees, to implement, administer, and/or enforce the provisions of this chapter.
- B. The Director of the Community Development or designee is authorized to determine the number of dwelling units contained within a particular residential development, if a determination is needed to resolve a disagreement. When a question arises regarding the meaning, or requires an interpretation of any provision of this chapter to any specific circumstances or situation, the Director of Community Development is authorized to render a decision thereon in writing.
- C. The Housing Authority shall keep on file and available for public review a copy of the current income schedules and utility allowances.

**11.29.150 Annual Review.**

At least once each calendar year, the Community Development Department shall prepare a report on the effectiveness of the inclusionary housing ordinance, both citywide and within the Gateway District, which shall include the following:

- A. By income category, the total number of on-site inclusionary units issued building permits during the time period covered by the report.
- B. By income category, the total number of off-site inclusionary units issued building permits during the time period covered by the report.
- C. The amount of acreage by land use category dedicated to the Housing Authority as an alternative to fulfill an inclusionary requirement during the time period covered by the report.
- D. By income category, the total number of inclusionary units converted from market rate during the time period covered by the report.
- E. By income category, the total number of affordable units preserved as an alternative to fulfill an inclusionary requirement during the time period covered by the report.
- F. By income category, the total number of additional inclusionary units issued building permits during the time period covered by the report, as well as those issued building permits in the preceding 9 years.
- G. The amount of any housing in-lieu fees collected.
- H. Any recommendations with regard to changes or revisions to the adopted program to improve its effectiveness and/or administration.

**11.29.160 Affordable Housing Trust Funds.**

Housing in-lieu fees collected by the City pursuant to this ordinance shall be deposited into an affordable housing trust fund maintained by the City for use in the site acquisition, development, rehabilitation, or preservation of affordable housing, either directly by the City or in partnership with the Housing Authority or third party affordable housing developers.

**11.29.170 Administrative Fees.**

The council may by resolution establish reasonable fees and deposits for the administration of this chapter.”

**SECTION 2.** The Council finds that the proposed Inclusionary Housing Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) under section 15061(b)(3) and 15378 in that there is no possibility that the implementation of this ordinance may have significant effects on the environment, and that no further environmental review is required.

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

**SECTION 4.** This ordinance shall take effect on the 31st day following its adoption.

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

**APPROVED AND ADOPTED** this \_\_th day of June 2020.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



WARRANT REGISTER FOR COUNCIL MEETING 7/14/2020 **RECEIVED** PART I

apChkLst  
07/08/2020 4:34:56PM

Final Check List  
CITY OF SOUTH GATE

JUL 22 2020  
5:40pm

Page: 1

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89167	7/1/2020	00001330	2020-2021	6/23/2020	EXCESS WORKERS' COMPENSA	140,674.00	140,674.00
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89318	7/14/2020	00004166	200766	7/1/2020	JUL 2020 - OFFSITE DATA STOR	2,230.00	2,230.00
		Voucher:					
89319	7/14/2020	00003971	13380	6/15/2020	JUL 2020 - WORK COMP CLAIM F	9,224.00	9,224.00
		Voucher:					
89320	7/14/2020	00004634	300002559	6/15/2020	FY 2020/2021 MEMBERSHIP REN	739.75	739.75
		Voucher:					
89321	7/14/2020	00002342	INDEPENDENT CITIES ASSOCIAT 1037	4/29/2020	FY 2020/2021 ANNUAL MEMBER\$	4,294.35	4,294.35
		Voucher:					
89322	7/14/2020	0005586	158321	6/15/2020	JUL 2020 - LEGISLATIVE ADVOC	2,500.00	2,500.00
		Voucher:					
89323	7/14/2020	00001104	LEAGUE OF CAL CITIES L.A. CTY 3897	6/8/2020	FY 2020/2021 LA COUNTY DIVISI	1,312.50	1,312.50
		Voucher:					
89324	7/14/2020	00004884	3666947	6/16/2020	FLAT FEE FOR LAST FISCAL YEF	136.40	272.80
		Voucher:					
89325	7/14/2020	00005096	3666734	6/16/2020	FLAT FEE FOR LAST FISCAL YEF	136.40	136.40
		Voucher:					
89326	7/14/2020	00005096	3650951	5/6/2020	FLAT FEE FOR LAST FISCAL YEF	136.40	136.40
		Voucher:					
89326	7/14/2020	0008005	U.S. BANK-PARS ACCT#67460225AUG 2020	8/1/2020	PARS SUPPLMNTL RETIREMNT I	5,671.35	5,671.35
		Voucher:					
89327	7/14/2020	0008005	U.S. BANK-PARS ACCT#67460225AUG 2020 - MOST	8/1/2020	M.MOSTAKHAMI - EXCESS BENF	680.00	
		Voucher:					
			AUG 2020 - LOUIE	8/1/2020	KEN LOUIE - PARS - EXCESS BE	550.00	
			AUG 2020 - R.BAT	8/1/2020	RON BATES - PARS-EXCESS BEI	160.00	1,390.00
89328	7/14/2020	00003928	788757000- JUL 2	7/1/2020	JUL 2020 - COSG 2005 PENSION	57,493.33	57,493.33
		Voucher:					
89329	7/14/2020	00000028	WATER REPLENISHMENT DISTRICBWM20-0132	6/3/2020	2020-2021 CENTRAL BASIN WATI	18,183.99	18,183.99
		Voucher:					

Sub total for BANK OF THE WEST: 244,122.47

13 checks in this report.

Grand Total All Checks: 244,122.47

Gray highlights indicate prepaid checks

**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING 7/14/2020  
FY 2020/21**

<b>TOTAL PART I - ACCOUNTS PAYABLE CHECKS</b>	<b>244,122.47</b>
<b>GRAND TOTAL</b>	<b><u>244,122.47</u></b>

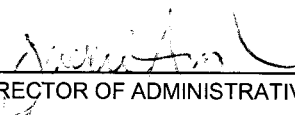
## SOUTH GATE CITY COUNCIL WARRANT RATIFICATION AND CANCELLATION

Warrant Number **89167** and Warrant Number **89318** to Warrant Number **89329** inclusive, totaling \$244,122.47 as listed on the accompanying Accounts Payable Warrant Register of **July 14, 2020** are ratified as presented with the exception of the following voided and replacement warrants:

<i>Check</i>	<i>Vendor</i>	<i>Check Date</i>	<i>Amount</i>	<i>Reason for Void</i>
	<b>GRAND TOTAL OF VOIDED &amp; REPLACEMENT CHECKS</b>		<b>0.00</b>	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER

  
\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **July 14, 2020** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, as approved on July 14, 2020, and ratified on July 28, 2020.

CHECKS NOT APPROVED ON 7/14/2020

RECEIVED

apChkLst

07/22/2020 10:31:27AM

Final Check List  
CITY OF SOUTH GATE

JUL 22 2020

5:40pm

Page: 1

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89157	6/23/2020	00004437	PETTY CASH-POLICE NARCO	6/11/2020	CI PAYMENT	4,000.00	4,000.00
Voucher:							
89186	7/14/2020	0011336	AVANT-GARDE INC.	6/1/2020	MAY 2020: 2ND YEAR OF CONTRACT	14,210.00	
Voucher:							
				4/27/2020	MAR-APR 2020: PROF LABOR COMPLI	2,185.75	
				3/2/2020	FEB 2020: PROFESSIONAL LABOR C	1,335.00	17,730.75
89299	7/14/2020	0012020	TRIEPEI, SMITH AND ASSOCIAT	6/15/2020	06/15/20-07/15/20: CITY COMMUNICA	3,500.00	3,500.00
Voucher:							

Sub total for BANK OF THE WEST: 25,230.75

3 checks in this report.

Grand Total All Checks: 25,230.75

**PARTIAL WARRANT REGISTER SUMMARY  
FROM CITY COUNCIL MEETING 7/14/2020  
CHECKS NOT APPROVED ON 7/14/2020**

<b>TOTAL PART I - ACCOUNTS PAYABLE CHECKS (FY 2019/20)</b>	<b>25,230.75</b>
<b>GRAND TOTAL</b>	<b><u>25,230.75</u></b>

**SOUTH GATE CITY COUNCIL  
WARRANT APPROVAL AND CANCELLATION**

Warrant Numbers **89157, 89186 and 89299**, totaling **\$25,230.75**, as listed on the accompanying Accounts Payable Partial Warrant Register from **July 14, 2020** are approved as presented.

<i>Check</i>	<i>Vendor</i>	<i>Check Date</i>	<i>Amount</i>	<i>Reason for Void</i>
	<b>GRAND TOTAL OF VOIDED &amp; REPLACEMENT CHECKS</b>		<b>0.00</b>	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER

  
\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **July 28, 2020** at a regular or adjourned meeting, the City Treasurer was ordered to pay the above warrants, as approved.

**WARRANT REGISTER FOR COUNCIL MEETING 7/28/2020 RECEIVED**

**PART I**

apChkLst  
07/13/2020 9:05:26AM

Final Check List  
CITY OF SOUTH GATE

Page: 1  
JUL 22 2020  
5:10 pm

Bank : botw BANK OF THE WEST

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89330	7/9/2020	00000437 AFLAC	Ben272669	7/9/2020	AMERICAN FAMILY LIFE INS.: PA	635.82	635.82
	Voucher:	89330					
89331	7/9/2020	00002417 AMERICAN FIDELITY ASSURANC	Ben272657	7/9/2020	AMERICAN FIDELITY (ABT): PAYM	421.42	421.42
	Voucher:	89331					
89332	7/9/2020	0011469 CALIFORNIA DENTAL NETWORK	Ben272661	7/9/2020	CALIFORNIA DENTAL NETWORK	3,022.04	3,022.04
	Voucher:	89332					
89333	7/9/2020	0012107 CALIFORNIA STATE DISBURSEM	Ben272675	7/9/2020	CA STATE DISB. UNIT: PAYMENT	578.76	578.76
	Voucher:	89333					
89334	7/9/2020	0011535 CDTFA	Ben272671	7/9/2020	CA DEPT OF TAX & FEE ADMIN: F	386.68	386.68
	Voucher:	89334					
89335	7/9/2020	00000438 COLONIAL INSURANCE CO.	Ben272659	7/9/2020	COLONIAL INSURANCE CO: PAYI	3,069.19	3,069.19
	Voucher:	89335					
89336	7/9/2020	0009920 OCSE CLEARINGHOUSE SDU	Ben272677	7/9/2020	GARNISHMENT - AR CHILD SUPP	324.00	324.00
	Voucher:	89336					
89337	7/9/2020	00002421 POLICE MANAGEMENT ASSOCIA	Ben272667	7/9/2020	POLICE MANAGEMENT ASSOC. I	2,125.00	2,125.00
	Voucher:	89337					
89338	7/9/2020	00000335 POLICE OFFICERS ASSOCIATION	Ben272665	7/9/2020	POLICE ASSOCIATION DUES: PA	4,900.00	4,900.00
	Voucher:	89338					
89339	7/9/2020	0011466 PRINCIPAL LIFE INSURANCE CO.	Ben272651	7/9/2020	PRINCIPAL DENTAL PPO (MISC):	30,550.58	30,550.58
	Voucher:	89339					
89340	7/9/2020	0011467 RELIANCE STANDARD	Ben272653	7/9/2020	LONG TERM DISABILITY: PAYME	3,871.64	3,871.64
	Voucher:	89340					
89341	7/9/2020	0008951 SENCION, CARMEN	Ben272673	7/9/2020	SPOUSAL SUPPORT-E. SENCION	553.85	553.85
	Voucher:	89341					
89342	7/9/2020	0011468 SUPERIOR VISION SERVICES, IN	Ben272655	7/9/2020	SUPERIOR VISION MISC.: PAYME	3,953.42	3,953.42
	Voucher:	89342					
89343	7/9/2020	00000334 UNITED WAY OF GREATER LOS	Ben272663	7/9/2020	UNITED WAY: PAYMENT	34.33	34.33
	Voucher:	89343					

Sub total for BANK OF THE WEST: 54,426.73

14 checks in this report.

Grand Total All Checks: 54,426.73

WARRANT REGISTER FOR COUNCIL MEETING 7/28/2020 (FY 2019/20)

PART IIa

apChkLst  
07/21/2020 11:24:55AM

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
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89347	7/28/2020	00003502 ABC BATTERY INC.	3662	6/22/2020	4- BATTERIES	343.12	343.12
		Voucher:					
89348	7/28/2020	00003766 ABEL GLASS & SCREEN	31216	5/21/2020	COVID-19: MATERIALS FOR PLE	480.69	480.69
		Voucher:					
89349	7/28/2020	0007802 AIS SPECIALTY PRODUCTS, INC	PSI341514	4/30/2020	SUPPLIES FOR SEWER DIV	216.64	
		Voucher:	PSI348381	6/15/2020	VARIOUS SANITIZERS, WIPES, E	478.09	
			PSI345107	5/22/2020	SANITIZER AND DISINFECTING I	224.26	
			PSI344748	5/21/2020	ALCOHOL WIPES FOR STAFF - C	1,189.33	
			PSI347381	6/6/2020	CONTAINERS FOR SANITIZER GE	574.79	
			PSI348135	6/11/2020	GEL CONTAINERS, COVID-19	1,784.97	4,468.08
89350	7/28/2020	0011325 ALAN'S LAWN & GARDEN CENTE	955808	6/23/2020	GROUNDS MAINT. - EQUIPMENT	991.66	991.66
		Voucher:					
89351	7/28/2020	0011059 ALESHIRE & WYNDER, LLP, SUIT	157500	6/30/2020	THRU 06/30/20 - PERSONNEL-LA	630.00	630.00
		Voucher:					

Gray highlights indicate prepaid checks

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89352	7/28/2020	00003399 ALVARADOSMITH Voucher:	346877	6/30/2020	THRU 06/30/20 - TUESDAYS, AGE	23,050.00	
			346856	6/30/2020	THRU:6/30/20 RE:COGS ADV CIT	670.00	
			346857	6/30/2020	THRU 6/30/20 CARMEN GONZALI	100.00	
			346858	6/30/2020	THRU:6/30/20 ANGELINA CASTR	475.00	
			346859	6/30/2020	THRU:6/30/20 EDWARD HANO (T	1,375.00	
			346860	6/30/2020	THRU 6/30/20 RE:COGS ADV. MA	50.00	
			346861	6/30/2020	THRU 6/30/20 RE:ARUELLO V CC	1,650.00	
			346862	6/30/2020	THRU 6/30/20 JAH HEALING KEI	330.00	
			346863	6/30/2020	THRU:6/30/20 RE:COGS ADV ARE	6,750.00	
			346864	6/30/2020	THRU:6/30/20 RE:COGS ADV LUZ	150.00	
			346865	6/30/2020	THRU 06/30/20 RE:COGS - LUCIL	1,578.00	
			346866	6/30/2020	THRU 06/30/20 - COGS ADV ALBE	537.50	
			346867	6/30/2020	THRU 06/30/20 - MARY JANE NA	13,909.50	
			346868	6/30/2020	THRU 6/30/20 RE:COGS ADV JO	225.00	
			346869	6/30/2020	THRU 6/30/2020 RE: COGS ADV /	1,700.00	
			346870	6/30/2020	THRU:6/30/20 RE:COGS ADV ERI	950.00	
			346871	6/30/2020	THRU 6/30/2020 RE:COGS ADV S	5,350.00	
			346873	6/30/2020	THRU 6/30/2020 COSG RE GOLD	1,457.50	
			346874	6/30/2020	THRU 06/30/20 COSG ET AL ADV	12,586.40	
			346875	6/30/2020	THRU 6/30/20 COSG ADV ARUEL	4,725.00	
			346852	6/30/2020	THRU 6/30/20 COMMUNITY DEVE	5,802.50	
			346853	6/30/2020	THRU 6/30/2020 RE:COGS REGA	1,402.50	
			346851	6/30/2020	THRU 06/30/20 - EMPLOYMENT A	715.00	
			346872	6/30/2020	THRU 6/30/20 RE:COGS ADV SIL	1,975.00	87,513.90
89353	7/28/2020	00003399 ALVARADOSMITH Voucher:	346850	6/30/2020	THRU 06/30/20 - GENERAL PROJ	3,162.50	
			346876	6/30/2020	THRU 06/30/20 - ATTEND SPECIA	3,712.50	6,875.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89354	7/28/2020	0007290 APW KNOX-SEEMAN	15403549	6/19/2020	DIELECTIC TUNE UP	24.11	
		Voucher:	15402150	6/19/2020	ROCKER SWITCH	25.19	
			15426052	6/26/2020	RADIATOR FOR UNIT 66	175.77	
			15425998	6/26/2020	BRAKE SHOES AND PADS FOR L	90.79	
			15425988	6/26/2020	HEADLIGHT ASS. FOR UNIT 210	39.78	
			15424006	6/25/2020	COOLANT AND OIL FILTER FOR I	101.67	
			15411899	6/22/2020	HOSE CLAMPS	115.41	
			15398427	6/18/2020	CABIN AIR FILTERS AND WIPER	45.11	
			15402143	6/19/2020	WIPER BLADES	42.75	
			15403553	6/19/2020	AIR AND OIL FILTER	83.18	
			15411477	6/22/2020	SAFETY STRIPE	49.03	
89355	7/28/2020	00005075 AT&T	14753147	5/13/2020	BAN: 9391034765 - BP - 04/13/20-	1,950.16	792.79
		Voucher:	14753152	5/13/2020	BAN: 9391034761- BP-04/13/20-0	81.91	
			14753145	5/13/2020	BAN: 9391034764- BP-04/13/20-0	2,168.66	
			14753149	5/13/2020	BAN: 9391034760- BP- 04/13/20-0	36.22	
			14753146	5/13/2020	BAN: 9391034760- BP- 04/13/20-0	2,251.96	
			14753150	5/13/2020	BAN: 9391034766- BP-04/13/20-0	106.28	
			14753148	5/13/2020	BAN: 9391034762- BP-04/13/20-0	2,830.25	
			14675119	5/1/2020	BAN: 9391034759- BP- 04/01/20-0	40.43	9,465.87
89356	7/28/2020	00003692 AT&T MOBILITY	875963643X0616	6/16/2020	BILLING PRD- 5/9/20-6/8/20 (PD)	473.67	
		Voucher:	287288333867X0	6/2/2020	BILLING PRD- 05/9/20-06/8/20 (PI	756.35	1,230.02
89357	7/28/2020	0009040 ATLAS BACKFLOW	24404	6/12/2020	BACKFLOW TEST	200.00	
		Voucher:	24460	6/19/2020	BACKFLOW TEST	500.00	
			24476	6/22/2020	BACKFLOW SERVICE	251.94	951.94

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89358	7/28/2020	0010585 AUTOZONE STORES, INC.	5488040262	6/11/2020	BATTERY FOR UNIT 157	199.99	
		Voucher:	5488041158	6/12/2020	SPARK PLUGS FOR UNIT 320	13.96	
			5488047826	6/18/2020	ALTERNATOR FOR UNIT 448	178.59	
			5488050170	6/20/2020	BATTERY FOR UNIT 320	242.87	
			5488049346	6/19/2020	A/C PRO VENT FOR UNIT 354	10.74	
			5488047692	6/18/2020	MOTOR OIL FOR UNIT 661	51.60	
			5488055208	6/25/2020	SEAL FOR UNIT 656	6.59	
			5488049218	6/19/2020	BELTS FOR UNIT 460	18.35	
			5488055210	6/25/2020	RADIATOR HOSE ASS. FOR UNIT	81.57	
			5488057179	6/27/2020	BATTERY AND HEADLIGHT FOR	246.95	
			5488055708	6/25/2020	BRAKE PADS AND FILTERS FOR	59.83	
			5488056738	6/26/2020	BATTERIES FOR REMOTE FOR U	13.01	
			5488057333	6/27/2020	BATTERY FOR UNIT 329	121.44	
			5488050132	6/20/2020	SUPPLIES FOR SHOP	76.77	
			5488049442	6/19/2020	A/C PRO VENT FOR UNIT 185	10.74	
			5488048808	6/19/2020	SENSOR FOR UNIT 320	16.66	
			5488050385	6/20/2020	SUPPLIES FOR UNIT 304	48.14	1,397.80
89359	7/28/2020	0005456 BADGE FRAME, INC.	35530	2/28/2020	PATINO CARICATURE FRAMING	102.36	102.36
		Voucher:					
89360	7/28/2020	0009918 BISMARCK AUTOMATIC	18595	6/17/2020	REPAIRS TO UNIT 294	2,527.70	2,527.70
		Voucher:					
89361	7/28/2020	00004433 CARPENTER, ROTHANS & DUMO	35612	6/15/2020	THRU 05/31/20 RE: CANIZALES, I	144.30	144.30
		Voucher:					
89362	7/28/2020	0006239 CENTRAL FORD	355425	6/8/2020	2- ENGINE MOUNTS FOR UNIT 1.	131.42	
		Voucher:	355622	6/11/2020	BELT TENSIONERS AND BRAKE	187.03	
			355741	6/13/2020	TAIL LIGHT ASS. FOR UNIT 128	599.79	
			355763	6/13/2020	TRANSFER CASE SEAL KIT FOR	48.75	
			355839	6/16/2020	ENGINE OIL PRESS. SWITCH FO	5.80	
			355943	6/17/2020	AC EXPANSION VALVE FOR UNIT	98.72	
			356066	6/20/2020	3- RELAYS FOR UNIT 354	49.28	
			355413	6/8/2020	SPEED SENSOR FOR UNIT 320	186.72	
			355448	6/8/2020	2- MOTOR MOUNTS FOR UNIT 1;	131.07	
			355740	6/13/2020	12QTS. GEAR OIL FOR UNIT 175	69.72	
			355933	6/17/2020	AUTO PARTS	17.29	1,525.59

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89363	7/28/2020	0005839	CHAMPION CHRYSLER JEEP DOI602206	6/16/2020	3- BRAKE PADS FOR UNIT 140, 1	462.00	
	Voucher:		602195	6/11/2020	BRAKE PADS FOR UNIT 152	216.48	678.48
89364	7/28/2020	00004083	CJ CONCRETE CONSTRUCTION REVISED-5146	4/28/2020	4/13/20-4/29/20: CONSTRUCTION	105,843.07	105,843.07
	Voucher:						
89365	7/28/2020	0011922	CONCENTRA MEDICAL CENTER\$6796631	5/20/2020	5/14/20: POLICE EXAM (BUNDLE)	388.00	388.00
	Voucher:						
89366	7/28/2020	0011159	CONSERVATION CORPS OF	5/1/2020	5/14/20-5/20/20: BULKY ITEM PIC	11,752.00	
	Voucher:		7278	5/1/2020	294 HOURS URBAN GREENING F	8,232.00	19,984.00
89367	7/28/2020	0010352	COUNTY OF LOS ANGELES	6/24/2020	SG GOLF COURSE START- REST	319.00	319.00
	Voucher:		IN0818550				
89368	7/28/2020	00003702	D & M TIRES & MUFFLERS	6/27/2020	INSTALL NEW CAT. CONVERTER	125.00	
	Voucher:		3647	6/27/2020	INSTALL NEW CAT. CONVERTER	125.00	
	Voucher:		3648	6/27/2020	WELDING SERVICE- UNIT 408	60.00	310.00
	Voucher:		3649	6/27/2020	ORDANCE PUBLICATION: ORDAI	109.20	
89369	7/28/2020	00001423	DAILY JOURNAL CORPORATION	6/25/2020	RFP:FIREWALL UPGRADE SG PF	100.80	210.00
	Voucher:		B3372855	6/25/2020	JUNE 2020 - (ANINAL CONTROL/I	525.00	525.00
	Voucher:		B3373650				
	Voucher:		DAPEER ROSENBLIT & LITVAK LL17517	6/30/2020			
89371	7/28/2020	00002706	DATA TECHNOLOGIES INC, AC&C3016479-IN	5/30/2020	SM 1000 BASE LH 1300 LC	396.90	
	Voucher:		3016510-IN	6/17/2020	FIB PATCH CABLE DPX/SC-LC 5M	50.38	
	Voucher:		3016532-IN	6/24/2020	CI-GLC-T MODULE	160.80	
	Voucher:		3016465-IN	5/28/2020	DATA TECHNOLOGIES PREPAID	7,000.00	
	Voucher:		3016515-IN	6/23/2020	DATA TECHNOLOGIES ADMIN DE	3,566.19	11,174.27
89372	7/28/2020	00002588	DELL MARKETING LP	6/3/2020	DELL LATITUDE 5500 LAPTOPS \	6,358.06	6,358.06
	Voucher:		10397557931				
89373	7/28/2020	00001565	DEPT OF JUSTICE-(DOJ) CENTR/453307	6/3/2020	MAY 2020 - FINGERPRINT APPS	390.00	390.00
	Voucher:						
89374	7/28/2020	00003777	DON MILLER & SONS PLUMBING 305304	11/27/2019	PARK FACILITIES RESTROOM UI	1,089.34	1,089.34
	Voucher:						
89375	7/28/2020	0012548	DRAPEAU ENTERPRISE LLC, NA1720-004	6/12/2020	CRANE TRAINING	11,200.00	11,200.00
	Voucher:						
89376	7/28/2020	0012024	EMP: DIAZ, DENISE	07/11/07/14/2019	MILEAGE REIMB: 178.2 MILES &	208.36	
	Voucher:			1/10-1/12/2020 CA	MILEAGE REIMB: 238 MILES @ P	206.85	
	Voucher:			1/26-1/29/2020 ME	MILEAGE REIMB: 228 MILES @ \$	236.10	
	Voucher:			1/31-2/2/2020 ST I	MILEAGE REIMB: 212 MILES @ \$	156.90	
	Voucher:			2/21-2/22/2020 RA	MILEAGE REIMB: 246 MILES @ \$	176.45	984.66

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89377	7/28/2020	0012683 Voucher: EMP: LOERA, JOSE	05/08/2020-SAMS	6/30/2020	REIMB: COVID-19, SNACK PURC	291.73	291.73
89378	7/28/2020	0012672 Voucher: EMP: MACKEY, KASSANDRA	FY19/20	6/23/2020	EDU REIMB: INTRO TO BIOLOGY	248.24	248.24
89379	7/28/2020	0011964 Voucher: EMP: MEDINA, LESLIE	SPRING 19-20	6/30/2020	01/13/2020-05/22/2020 EDUCATIC	237.56	237.56
89380	7/28/2020	00000619 Voucher: FALCON FUELS, INC.	23774	6/25/2020	REGULAR UNLEADED FUEL & TF	7,719.41	
			23797	6/25/2020	ULTRA LOW SULFUR DIESEL & SA	3,475.24	
			23775	6/26/2020	REGULAR UNLEADED FUEL & TF	3,752.54	14,947.19
89381	7/28/2020	00002026 Voucher: FEDERAL EXPRESS CORPORATI	7-037-298962	6/12/2020	FEDEX STANDARD OVERNIGHT,	16.90	
			7-037-08933	6/12/2020	FEDEX STANDARD OVERNIGHT	51.95	68.85
89382	7/28/2020	0008331 Voucher: FORENSIC NURSE RESPONSE	T105-28-2020	6/1/2020	SART EXAMS SEXUAL ASSAULT	1,029.00	1,029.00
89383	7/28/2020	0010237 Voucher: FRONTIER COMMUNICATIONS	562-928-0039-07%	7/19/2020	BILLING - 06/25/20-07/24/20	64.49	
			562-622-5327-06%	6/19/2020	BILLING- 06/19/20-07/18/20	55.46	119.95
89384	7/28/2020	00003955 Voucher: GALLS/QUARTERMASTER	BC1124723	6/1/2020	RIOT HELMETS WITH FACE SHIE	1,020.56	
			BC1124749	6/1/2020	RIOT HELMETS WITH FACE SHIE	995.56	
			BC1124742	6/1/2020	RIOT HELMETS WITH FACE SHIE	988.79	
			BC1125409	6/2/2020	UNIFORMS	543.86	3,548.77
89385	7/28/2020	0006890 Voucher: GARVEY EQUIPMENT COMPANY	129495	6/10/2020	CARBURETOR AND FILTER FOR	453.66	453.66
89386	7/28/2020	00004934 Voucher: GAS COMPANY	113-798-0362 7-0€	7/8/2020	BILLING PRD- 06/01/20 -07/01/20	4,269.13	4,269.13
89387	7/28/2020	0012666 Voucher: GENERAL ALARM SERVICES, INC	122635	6/1/2020	JUNE 2020: BURGLAR AND FIRE	75.00	75.00
89388	7/28/2020	00002304 Voucher: GENERAL PUMP COMPANY	27890	5/20/2020	5/18/20-5/19/20: AS-NEEDED SER	16,810.00	
			27945	6/10/2020	6/8/20-6/9/20: AS-NEEDED SERVI	7,920.00	24,730.00
			9556887199	6/10/2020	VALVE	16.68	
			9536875124	5/19/2020	SPILL KIT	100.91	
			9568161476	6/22/2020	SUPPLIES FOR SEWER DIV	130.39	
			9551089189	6/4/2020	FLAMMABLE SAFETY CABINET	1,118.07	
			9532073187	5/13/2020	MEGAPHONE FOR ST DIV USE	79.04	1,445.09
89390	7/28/2020	0009528 Voucher: GRIFFITH COMPANY	023	6/9/2020	MAY 2020: PROFESSIONAL SVC:	304,197.52	
			05	5/20/2020	12/7/19-5/15/20: PROF SVCS FOR	30,020.00	334,217.52

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89391	7/28/2020	0011526 HASA, INC. Voucher:	690554	6/11/2020	MULTI-CHLOR	616.68	
			690585	6/12/2020	MULTI-CHLOR	566.85	
			693490	6/25/2020	MULTI-CHLOR	1,058.95	
			690551	6/11/2020	MULTI-CHLOR	373.53	2,616.01
89392	7/28/2020	0011705 HI TECH GYM EQUIPMENT Voucher:	3031	6/24/2020	TREADMILLS FOR FITNESS CEN	18,736.99	18,736.99
89393	7/28/2020	00000268 HOME DEPOT CREDIT SERVICES Voucher:	4371956	6/12/2020	COVID-19: CITY HALL REOPENIN	687.48	
			3371963	6/13/2020	COVID-19: CITY HALL REOPENIN	136.77	
			2372020	6/24/2020	VARIOUS WATER SUPPLIES	258.35	
			7350976	6/29/2020	SURGE PROTECTORS FOR OFF	148.07	
			6350980	6/30/2020	SAFETY ORANGE FENCING-PICI	298.03	
			5371690	5/22/2020	COVID-19: SAFETY SHILED FOR	161.65	
			9360901	5/28/2020	COVID-19: MATERIALS SOCIAL C	112.44	1,938.83
			7350978	6/29/2020	COVID-19: SAFETY FENCING FO	136.04	
89394	7/28/2020	0008655 HYDROSCIENTIFIC WEST Voucher:	2073	6/22/2020	MATERIALS REQUIRED FOR DAT	144.66	
			2070	6/22/2020	INSTALL PROD FLOW MTR FOR '	4,229.66	
			2071	6/22/2020	8/9/20-8/16/20: AS-NEEDED TECH	1,870.30	6,244.62
89395	7/28/2020	0008222 JCL TRAFFIC SERVICES Voucher:	104665	6/12/2020	SIGNS FOR FIRESTONE BRIDGE	1,483.73	1,483.73
89396	7/28/2020	00000209 JHM SUPPLY , INC. Voucher:	54441/3	6/30/2020	IRRIGATION PARTS	14,732.09	14,732.09
89397	7/28/2020	00000430 JOHN L. HUNTER AND ASSOCIAT Voucher:	SGP680320	6/2/2020	MAR 2020: GRANT WRITING SEF	4,030.00	4,030.00
89398	7/28/2020	0007294 KOA CORPORATION Voucher:	JB96122-5	3/30/2020	CONSTRUCTION MONITORING \$	5,840.00	
			JB96122-7	5/31/2020	CONSTRUCTION MONITORING \$	2,320.00	
			JB96122-3	2/3/2020	CONSTRUCTION MONITORING \$	12,720.00	
			JB96122-6	4/27/2020	CONSTRUCTION MONITORING \$	10,960.00	31,840.00
89399	7/28/2020	00003715 KOSMONT COMPANIES Voucher:	18-0125-013	4/30/2020	GATEWAY DISTRICT-PREDEVELI	338.00	
			18-0125-014	5/31/2020	GATEWAY DISTRICT-PREDEVELI	2,074.80	
			18-0125-015	6/30/2020	GATEWAY DISTRICT-PREDEVELI	3,118.70	5,531.50
89400	7/28/2020	0006905 LA COUNTY SHERIFF'S DEPARTM Voucher:	203709BL	6/10/2020	MAY 2020 FOOD FOR THE JAIL	185.92	185.92

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89401	7/28/2020	00004292	LEVERAGE INFORMATION SYST#2030559	3/11/2020	RADIO EQUIPMENT & INSTALL F	16,817.90	
	Voucher:		2031418	6/24/2020	12/6/19-12/5/20 - LEVERAGE TIMI	7,244.29	
			1933215	12/23/2019	RENEWAL- ANNUAL MAINTENAN	1,460.18	
89402	7/28/2020	00001161	LIFE ASSIST INC	2/5/2020	12/6/19-12/5/20 - LEVERAGE TIMI	2,257.93	27,780.30
	Voucher:		995941	4/21/2020	AQUATICS SUPPLIES	242.55	
			996236	4/22/2020	AQUATICS SUPPLIES	121.28	363.83
89403	7/28/2020	0012578	MAINTENANCE SUPPLIES, LLC	4/9/2020	COVID-19 PROTECTIVE GLOVES	1,758.49	1,758.49
	Voucher:		6126				
89404	7/28/2020	00004060	MCMaster-CARR SUPPLY CO	7/6/2020	FILTER CARTRIDGE	63.80	
	Voucher:		41978089	5/19/2020	HARDWARE FOR COVID-19 GUA	385.08	448.88
			39755166	5/31/2020	MBM-ANNUAL JANITORIAL SERV	19,257.44	
89405	7/28/2020	0011575	MERCHANTS BUILDING	5/31/2020	MBM-ANNUAL JANITORIAL SERV	6,888.00	26,145.44
	Voucher:		586089	5/29/2020	MAY 2020: HETEROTROPHIC PL	945.00	945.00
			586088				
89406	7/28/2020	00003815	MICHELSON LABORATORIES, IN	5/29/2020	MAY 2020: HETEROTROPHIC PL	945.00	945.00
	Voucher:		0580866				
89407	7/28/2020	00000170	MISC - PKS & REC REFUND	6/17/2020	227052-REFUND FACILITY FEES	217.50	217.50
	Voucher:		227052-LIFE BUIL				
89408	7/28/2020	00000170	MISC - PKS & REC REFUND	5/11/2020	231969-REFUND OF YOUTH SWI	80.00	80.00
	Voucher:		231969-LEZAOLA				
89409	7/28/2020	00000170	MISC - PKS & REC REFUND	6/17/2020	231342-REFUND FACILITY FEES	76.00	76.00
	Voucher:		231342-AVINA,ALI				
89410	7/28/2020	00000652	MITY-LITE INC	1/14/2020	OUTDOOR TABLES & CHAIRS	7,729.46	
	Voucher:		00114760	12/2/2019	OUTDOOR TABLES & CHAIRS	10,429.65	18,159.11
			00111724	7/7/2020	ACCOUNTING SERVICES/FINAN	7,932.26	7,932.26
89411	7/28/2020	0009426	MV CHENG & ASSOCIATES, INC.	6/30/2020	ACCOUNTING SERVICES/FINAN	7,932.26	
	Voucher:		6/30/2020				
89412	7/28/2020	0011779	NACHO AUTOMOTIVE REPAIR, IN	6/19/2020	SMOG INSPECTION- UNIT 341	35.00	
	Voucher:		IN28178	6/19/2020	SMOG INSPECTION- UNIT 243	35.00	
			28172	6/19/2020	SMOG INSPECTION- UNIT 661	35.00	
			28176	6/30/2020	CHECK AND ADJUST TIMING- UN	35.00	140.00
			28222	6/30/2020	REPAIR BBS INVERTER	420.53	
89413	7/28/2020	0011725	NEXTECH SYSTEMS, INC.	6/30/2020	REPAIR BBS INVERTER	420.53	
	Voucher:		#INV236	6/30/2020	TRAFFIC MAINTENANCE	12,042.21	17,016.07
			INV235	6/30/2020	TRAFFIC SIGNAL MAINT.	4,553.33	
			#INV237				

(Continued)

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89415	7/28/2020	00001414 OFFICE DEPOT	101662871001	6/25/2020	OFFICE SUPPLIES	100.49	
		Voucher:	100217397001		CREDIT FOR RETURNED PART, I	-26.44	
			511956123001	6/16/2020	OFFICE SUPPLIES	144.77	
			512014344001	6/16/2020	OFFICE SUPPLIES	38.21	
			511803311001	6/17/2020	OFFICE SUPPLIES	180.25	
			511581569001		CREDIT FOR RETURNED PART, I	-12.78	
			101085180001	6/26/2020	OFFICE SUPPLIES	99.65	
			502568217002	6/3/2020	OFFICE SUPPLIES	52.69	
			512489875001	6/17/2020	OFFICE SUPPLIES	216.86	
			512506008001	6/17/2020	OFFICE SUPPLIES, COVID-19	84.98	
			512201201001	6/17/2020	OFFICE SUPPLIES	188.86	
			504307457001	6/2/2020	OFFICE SUPPLIES	93.46	
			504382332001	6/2/2020	OFFICE SUPPLIES	81.68	
			502570066001	6/2/2020	OFFICE SUPPLIES	46.53	
			505660271001	6/4/2020	OFFICE SUPPLIES	86.85	
			513688994001	6/23/2020	OFFICE SUPPLIES	85.25	
			512014521001	6/18/2020	OFFICE SUPPLIES	112.44	
			513032424001	6/18/2020	OFFICE SUPPLIES, COVID-19	865.24	
			511590154001	6/17/2020	OFFICE SUPPLIES	305.97	
			511589759001	6/16/2020	OFFICE SUPPLIES	321.86	
			501871890001	5/28/2020	OFFICE SUPPLIES	37.20	
			508615615001	6/10/2020	OFFICE SUPPLIES	416.48	
			509509222001	6/11/2020	OFFICE SUPPLIES	338.22	
			509554549001	6/11/2020	OFFICE SUPPLIES	312.56	
			509598812001	6/11/2020	OFFICE SUPPLIES, COVID-19	475.03	
			510985295001	6/16/2020	OFFICE SUPPLIES	418.59	
			511551531001	6/16/2020	OFFICE SUPPLIES	573.95	
			511569229001	6/16/2020	OFFICE SUPPLIES	13.26	
			511569230001	6/16/2020	OFFICE SUPPLIES	8.84	
			511954251001	6/16/2020	OFFICE SUPPLIES	14.21	
			500519422001	5/28/2020	OFFICE SUPPLIES	663.65	
			513719715001	6/23/2020	OFFICE SUPPLIES, COVID-19	97.14	
			101306034001	6/25/2020	OFFICE SUPPLIES	222.51	
			2405961830	5/20/2020	OFFICE SUPPLIES - PRINTING	33.00	
			2413445931	6/23/2020	OFFICE SUPPLIES - PRINTING	6.88	



Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			2405961831	5/20/2020	OFFICE SUPPLIES - PRINTING	13.20	
			513150594001	6/23/2020	OFFICE SUPPLIES	43.50	
			513458322001	6/23/2020	OFFICE SUPPLIES	623.38	
			513151148001	6/24/2020	OFFICE SUPPLIES	14.53	
			505658784001	6/4/2020	OFFICE SUPPLIES	66.14	
			505660269001	6/4/2020	OFFICE SUPPLIES	181.80	
			505853269001	6/4/2020	OFFICE SUPPLIES	104.38	
			501871893001	6/7/2020	OFFICE SUPPLIES	40.78	
			511956124001	6/17/2020	OFFICE SUPPLIES	49.60	
			500300780801	6/2/2020	OFFICE SUPPLIES	159.65	
			502568217001	6/2/2020	OFFICE SUPPLIES	62.20	
			100882165001	6/25/2020	OFFICE SUPPLIES	88.74	
			504198439001	6/2/2020	OFFICE SUPPLIES	117.10	
			512007766001	6/16/2020	OFFICE SUPPLIES	58.40	
89416	7/28/2020	0009786	513151149001	6/23/2020	OFFICE SUPPLIES	44.08	8,365.82
			11203	6/30/2020	THRU: 6/30/202 RE:EDISON	880.00	880.00
89417	7/28/2020	0006418	ORANGE COUNTY TREASURER	6/18/2020	TACTICAL RANGE FEES FOR FEI	530.03	530.03
			SH56622				
89418	7/28/2020	0007984	O'REILLY AUTO PARTS	6/11/2020	ACCUMULATOR FOR UNIT 114	37.89	
			3063-351649	6/10/2020	ENGINE MOUNT UNIT 136	54.74	
			3063-351310	6/10/2020	CABIN FILTER FOR UNIT 140	40.79	
			3063-351398	6/10/2020	DISC PADS FOR UNIT 418	104.73	
			3063-351422	6/12/2020	EXPAN VALVE FOR UNIT 114	44.19	
			3063-351800	6/29/2020	REPLACEMENT PRESSURE WAS	137.48	
			3063-354882	6/12/2020	COMPRESSOR FOR UNIT 114	260.66	
			3063-351708	6/13/2020	BATTERY - WARRANTY REPLACI	215.31	
			3063-351964	6/15/2020	SCREW EXT UNIT 229	18.73	
			3063-352376	6/16/2020	SHOP SUPPLIES	32.94	947.46
89419	7/28/2020	0012612	PAESSLER AG	5/28/2020	PAESSLER ROUTER TRAFFICE C	1,487.50	1,487.50
			R2020-05-028791				
89420	7/28/2020	00004713	PETTY CASH- PARKS & REC.DE	6/17/2020	PETTY CASH RECEIPTS: 06/02/2	258.12	258.12
			00004713				
89421	7/28/2020	00000339	POSTMASTER	7/19/2020	PERMIT#2280, TYPE USPS MARI	240.00	240.00
			PRMT#2280 MAR				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89422	7/28/2020 Voucher:	00003405 POWER DESIGN	41585	6/17/2020	INSTALLATION OF 4 BATTERIES	1,435.83	1,435.83
89423	7/28/2020 Voucher:	0011466 PRINCIPAL LIFE INSURANCE CO. JUNE 2020		5/28/2020	JUNE 2020 - ADJ FOR MISC & SV	2,922.24	2,922.24
89424	7/28/2020 Voucher:	0006933 PSYCHOLOGICAL CONSULTING /523964		5/31/2020	5/18/2020 PRE-EMPLOYMENT EV	400.00	400.00
89425	7/28/2020 Voucher:	00000416 RAPID-O-PRINT	20778	6/18/2020	PRINTING OF CCR BROCHURES	5,945.00	5,945.00
89426	7/28/2020 Voucher:	0011931 SAFETY IN DESIGN, LLC	9	4/8/2020	FACILITY HAZARDOUS ASSESSM	760.00	
			8	4/8/2020	FACILITY HAZARD ASSESSMENT	760.00	
			5	4/8/2020	HOMELESS ENCAMPMENT TRAI	400.00	
			7	5/28/2020	HOMELESS ENCAMP TRAINING	400.00	2,320.00
89427	7/28/2020 Voucher:	0008369 SAFETY-KLEEN SYSTEM, INC	83487639	6/18/2020	MOTOR OIL	1,017.76	1,017.76
89428	7/28/2020 Voucher:	00000322 SAM'S CLUB	001188	6/16/2020	SNACKS FOR STAFF DURING CC	367.48	
			007301	6/24/2020	SNACKS FOR STAFF DURING CC	127.54	
			006968	7/8/2020	SNACKS FOR STAFF DURING CC	313.61	
			000777-06/30/2021	6/30/2020	GOLF COURSE SPECIAL ITEMS/A	110.67	
			000700	6/24/2020	SNACKS FOR STAFF DURING CC	40.29	959.59
89429	7/28/2020 Voucher:	00004857 SMITH FASTENER COMPANY	0026701	6/12/2020	FASTENERS	132.30	
			0026943	6/12/2020	FASTENERS	24.83	
			0027356	7/2/2020	FASTENERS	94.28	251.41
89430	7/28/2020 Voucher:	0012098 SO CAL COMPTON PIPE SUPPLY 1502		4/1/2020	MATERIAL FOR WATER SERVICE	2,626.01	2,626.01
89431	7/28/2020 Voucher:	0012098 SO CAL COMPTON PIPE SUPPLY 1603		6/9/2020	LINE PIPE & SERVICES LINE PAF	865.12	
			1623	6/23/2020	WATER SUPPLIES	1,103.15	1,968.27
89432	7/28/2020 Voucher:	00004874 SO GATE CHAMBER OF COMMEF000589		7/6/2020	FY 2019/2020 - 3RD INSTALLMEN	10,000.00	
			000590	7/6/2020	FY 2019/2020 - 4TH INSTALLMEN	10,000.00	20,000.00
89433	7/28/2020 Voucher:	00004884 SOUTH COAST A.Q.M.D.	3670407	6/16/2020	ICE (>500 HP) EM ELEC GEN-DIE	421.02	
			3670327	6/16/2020	ICE (>500 HP) EM ELEC GEN-DIE	545.48	966.50
89434	7/28/2020 Voucher:	00004864 SOUTHERN CALIFORNIA EDISON7701014537		7/19/2020	CIRCLE PARK LEASE ARGREEM	1,499.05	1,499.05
89435	7/28/2020 Voucher:	0009420 SPARKLETTTS	15758432 052920	5/29/2020	MAY 2020 - DRINKING WATER SY	438.90	438.90

(Continued)

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89436	7/28/2020	0009562	SPECIAL SERVICES GROUP, LLC 14249	6/24/2020	REPLACEMENT BATTERY FOR C	154.35	154.35
			Voucher:				
89437	7/28/2020	00001068	STATE CONTROLLER'S OFFICE FTB-00002056	6/12/2020	FTB OFFSET PROGRAM (Y5) CA	1,731.06	1,811.11
			Voucher:				
89438	7/28/2020	0005979	STATE OF CALIFORNIA FTB-00002212	6/12/2020	FTB OFFSET PROGRAM (NS) CA	80.05	1,966.73
			Voucher:				
89439	7/28/2020	0005394	STEVE SWAIN INVESTIGATOR 20011849	6/15/2020	MAY 2020 RECONSTRUCTION C	1,966.73	
			Voucher:				
89440	7/28/2020	00002639	STRADLING YOCCA CARLSON & 363176-0026	6/4/2020	BACKGROUND INVESTIGATION I	280.00	
			Voucher:				
89441	7/28/2020	0012517	T.Y. LIN INTERNATIONAL 1368	6/2/2020	BACKGROUND INVESTIGATION I	280.00	
			Voucher:				
89442	7/28/2020	0009874	THE WALKING MAN, INC. 1369	6/1/2020	BACKGROUND INVESTIGATION I	350.00	
			Voucher:				
89443	7/28/2020	00003851	THOMSON REUTERS 1370	5/31/2020	BACKGROUND INVESTIGATION I	420.00	1,330.00
			Voucher:				
89444	7/28/2020	0008153	TIME WARNER CABLE- 102004354	6/5/2020	CONSTRUCTION MANAGEMENT	32,887.56	
			Voucher:				
89445	7/28/2020	0011640	TIREHUB, LLC 102005232	6/5/2020	CONSTRUCTION MANAGEMENT	50,322.49	83,210.05
			Voucher:				
				6/25/2020	DELIVERY OF CCR	3,175.00	3,175.00
				6/1/2020	MAY 2020 - WEST INFORMATION	417.99	417.99
				6/15/2020	06/15/20 - 07/14/20 FOR CITY YAF	25.23	25.23
				6/25/2020	4- TIRES FOR UNIT 180	595.35	595.35

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89446	7/28/2020	0011926 URM TECHNOLOGIES, INC. Voucher:	0058685	6/30/2020	JUN 2020: C001982 DOCUMENT :	31.60	
			0056992	5/31/2020	MAY 2020: C001982/AR DOCUME	8.88	
			0056990	5/31/2020	MAY 2020: C001982/ACCNT DOC	22.80	
			0056993	5/31/2020	MAY 2020: C001982\... DOCUMEN	59.54	
			0056994	5/31/2020	MAY 2020: C001982/PAYROLL DC	13.68	
			0056995	5/31/2020	MAY 2020: C001982/PERS DOCU	36.48	
			0056991	5/31/2020	MAY 2020: C001982/AP DOCUME	37.86	
			0056989	5/31/2020	MAY 2020: C001982 DOCUMENT	27.36	
			0058686	6/30/2020	JUN 2020: C001982/ACCNT DOC	22.80	
			0058687	6/30/2020	JUN 2020: C001982/AP DOCUME	37.86	
			0058688	6/30/2020	JUN 2020: C001982/AR DOCUME	8.88	
			0058689	6/30/2020	JUN 2020: C001982\... DOCUMEN	59.54	
			0058690	6/30/2020	JUN 2020 C001982/PAYROLL DO	13.68	
			0058691	6/30/2020	JUN 2020: C001982/PERS DOCU	36.48	417.44
89447	7/28/2020	00004975 US ARMOR Voucher:	28638	6/30/2020	VEST- ENFORCER CONCEALABI	545.88	
			28371	6/17/2020	VEST- ENFORCER CONCEALABI	529.87	
			28552	6/26/2020	VEST- ENFORCER CONCEALABI	534.71	1,610.46
89448	7/28/2020	0011353 V & V MANUFACTURING, INC. Voucher:	50880	5/27/2020	SGPD HAT BADGES AND MINI B	3,471.77	3,471.77
89449	7/28/2020	00000379 VERIZON BUSINESS Voucher:	05822319	6/25/2020	BILLING -05/15/2020 - 06/14/2020	40.00	40.00
89450	7/28/2020	00001848 VERIZON WIRELESS Voucher:	9857157700	6/21/2202	BILLING PRD- 05/22/20-06/21/20-	3,274.26	
			9855311287	5/23/2020	BILLING PRD- 04/24/20-05/23/20-	76.02	
			9855259228	5/23/2020	BILLING PRD- 04/24/20-05/23/20	9,973.03	
			9857300394	6/23/2020	BILLING PRD- 05/24/20-06/23/20 -	8,367.96	21,691.27
89451	7/28/2020	00003911 VERSATILE INFORMATION PROD5185 Voucher:		5/14/2020	PUMA 5 DIGITAL RECORDERS F	4,170.39	4,170.39
89452	7/28/2020	0011599 VITAL MEDICAL SERVICES, LLC Voucher:	2720	3/31/2020	PD- MEDICAL SERVICES	17,041.80	
			2758	5/15/2020	PD- MEDICAL SERVICES	14,288.00	
			2752	4/30/2020	PD- MEDICAL SERVICES	12,620.00	43,949.80

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89453	7/28/2020	00002634	VULCAN MATERIALS COMPANY	72607056	6/10/2020	ASPHALT FOR ST DIV	127.84
		Voucher:		72614901	6/17/2020	ASPHALT FOR ST DIV	251.03
				72622788	6/24/2020	ASPHALT FOR ST DIV	252.66
				72629793	6/30/2020	ASPHALT FOR ST DIV	1,092.00
				296763	6/30/2020	FINANCE CHARGE FOR INVOICE	44.40
				72604158	6/8/2020	ASPHALT FOR ST DIV	168.63
				72620422	6/22/2020	ASPHALT FOR ST DIV	251.84
				72635113	7/6/2020	ASPHALT FOR ST DIV	168.63
89454	7/28/2020	0011064	W.A. RASIC CONSTRUCTION, CO	342609	6/10/2020	ANNUAL SERVICE AGREEMENT	12,290.50
		Voucher:					2,357.03
							12,290.50
89455	7/28/2020	00000028	WATER REPLENISHMENT DISTRI	4590-MAY 2020	5/31/2020	MAY 2020 - ALPHA# 4590 GROU	267,092.40
		Voucher:					267,092.40
89456	7/28/2020	00002593	WAXIE'S SANITARY SUPPLY	79251565	6/18/2020	FACILITY MAINTENANCE SUPPL	232.58
		Voucher:		79279810	6/30/2020	EQUIPMENT REPAIR	134.95
				W0F0697-COSOU	6/10/2020	WATER QUALITY SAMPLING	180.00
				W0F1112-COSOU	6/17/2020	WATER QUALITY SAMPLING	150.00
				W0F1722-COSOU	6/25/2020	WATER QUALITY SAMPLING	75.00
				W0F1656-COSOU	6/25/2020	WATER QUALITY SAMPLING	130.00
				W0F0474-COSOU	6/8/2020	WATER QUALITY SAMPLING	190.00
				W0F1449-COSOU	6/23/2020	WATER QUALITY SAMPLING	135.00
				W0F1430-COSOU	6/23/2020	WATER QUALITY SAMPLING	130.00
				W0F1654-COSOU	6/25/2020	WATER QUALITY SAMPLING	70.00
89458	7/28/2020	00000482	WEST COAST ARBORISTS, INC.	161768	6/30/2020	6/16/20-6/30/20: TREE TRIMMING	10,546.70
		Voucher:					1,060.00
							10,546.70
89459	7/28/2020	0012593	WESTAMERICA COMMUNICATIO	335663	4/20/2020	POSTCARD 11X6 CVOVID INFO"	2,990.97
		Voucher:					2,990.97
89460	7/28/2020	0011968	WEX BANK	11968	7/6/2020	7/6/20 CLOSING DATE: SHELL G/	1,092.01
		Voucher:					1,092.01
89461	7/28/2020	00000058	XEROX CORP	165845816	6/4/2020	COPIER SUPPLIES	133.40
		Voucher:					133.40
89462	7/28/2020	0006745	XTREME AUTOBODY	2226	6/29/2020	REPAIR AND REPAINT REAR BUI	894.39
		Voucher:		2241	7/7/2020	BODY REPAIR AND PAINT- UNIT	1,711.53
				09580	6/16/2020	SUPPLIES FOR ST DIV	28.60
				09577	6/11/2020	VARIOUS WATER SUPPLIES	78.20
					6/10/2020	SUPPLIES FOR SEWER CREW	37.46

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Sub total for BANK OF THE WEST: 1,384,969.55

117 checks in this report.

Grand Total All Checks: 1,384,969.55

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*Void Checks*

Bank code: botw

Check # 89414      Date 7/28/2020

**WARRANT REGISTER FOR COUNCIL MEETING 7/28/2020 (FY 2020/21)**

**PART IIB**

apChkLst

Final Check List

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CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89464	7/28/2020	0012210 FUNEL	J2020	6/9/2020	INSURANCE COMPLIANCE SER	11,000.00	11,000.00
		Voucher:					
89465	7/28/2020	00003754 LIEBERT CASSIDY WHITMORE	1499146	6/30/2020	MEMBERSHIP 7/1/20-6/30/21 - Gf	4,440.00	4,440.00
		Voucher:					
89466	7/28/2020	00004620 MUTUAL LIQUID GAS & EQUIPME21702		6/1/2020	CONSUMER AGREEMENT PLAN	2.00	2.00
		Voucher:					
89467	7/28/2020	00004773 RET: ALMANZA, JOSEPH A	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
		Voucher:					
89468	7/28/2020	0009815 RET: AMEY, ISAAC D	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89469	7/28/2020	0008275 RET: AROCHA, FRANCIS X.	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
		Voucher:					
89470	7/28/2020	00001840 RET: BLASKA, WILLIAM MIKE	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
		Voucher:					
89471	7/28/2020	00004776 RET: CARTER, LLOYD B	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
		Voucher:					
89472	7/28/2020	00000495 RET: CHAVEZ, ANTHONY A	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89473	7/28/2020	0006505 RET: CORBET, RONALD	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
		Voucher:					
89474	7/28/2020	00004777 RET: DAY, ROBERT A	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
		Voucher:					
89475	7/28/2020	0008746 RET: DELEON, RUBEN	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89476	7/28/2020	0006507 RET: FIGUEROA, GLORIA A.	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89477	7/28/2020	00000605 RET: FORRESTER, BOB L	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
		Voucher:					
89478	7/28/2020	0011326 RET: GALVAN, RAY A.	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89479	7/28/2020	0006508 RET: GOMEZ, JOSEPH C.	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89480	7/28/2020	0006509 RET: HAMMOND, DONNA	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89481	7/28/2020	0009521	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
		Voucher:					
89482	7/28/2020	0008058	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
		Voucher:					
89483	7/28/2020	0010881	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89484	7/28/2020	0010410	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89485	7/28/2020	0005633	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	590.37	590.37
		Voucher:					
89486	7/28/2020	0006511	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89487	7/28/2020	00003833	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	518.00	518.00
		Voucher:					
89488	7/28/2020	0012467	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
		Voucher:					
89489	7/28/2020	00005237	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89490	7/28/2020	00003798	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89491	7/28/2020	0006327	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89492	7/28/2020	00003630	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89493	7/28/2020	00000458	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89494	7/28/2020	00000459	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
		Voucher:					
89495	7/28/2020	0005357	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
		Voucher:					
89496	7/28/2020	00003959	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	245.78	245.78
		Voucher:					
89497	7/28/2020	0008153	000835070120	7/1/2020	ACCT# 844830 017 0008335 - 7/1/	161.26	
		Voucher:	0490384062720	6/27/2020	6/27/20 - 7/26/20 FOR PUBLIC WC	146.37	
			0439993062020	6/20/2020	6/20/20-7/19/20 ACCT# 844830 01	134.99	442.62



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Sub total for BANK OF THE WEST: 27,777.97

34 checks in this report.

Grand Total All Checks: 27,777.97

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**WARRANT REGISTER FOR COUNCIL MEETING 7/28/2020 (FY 2019/20)**

**PART III**

apChkLst  
07/14/2020 3:12:45PM

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
89345	7/14/2020	0008914	1224520-2684-4	6/2/2020	JUNE 2020: 263-1669: SG RESDT	312,518.00	
		00004000	1223894-2684-4	5/1/2020	APR 2020- 263-9 COSG (TRASH):	1,071.02	
		00004000	1221892-2684-0	4/1/2020	3/16/20-3/31/20: HOMELESS ENC	127.84	
		00004000	1225968-2684-4	6/1/2020	5/16/20-5/31/20 - HOMELESS ENC	127.84	
		00004000	1223970-2684-2	7/14/2020	5/1/20-5/15/20: HOMELESS ENCA	119.85	313,964.55
89346	7/14/2020	0008506	129738	5/1/2020	04/13/20-04/23/20 - PW PROJECT	5,100.00	
			129755	5/20/2020	10/14/19-10/24/19 - PW PROJECT	4,800.00	
			129727	4/17/2020	03/30/20-04/09/20 - PW PROJECT	4,500.00	
			129749	5/15/2020	04/27/20-05/07/20 - PW PROJECT	4,150.00	
			129760	5/29/2020	05/11/20-05/21/20 - PW PROJECT	4,000.00	
			129771	6/12/2020	05/25/20-06/04/20 - PW PROJECT	4,000.00	
			129737	5/1/2020	4/26/2020: HR ANALYST- TAYLOR	3,808.00	
			129779	6/26/2020	06/07/20-06/17/20 - HR ANALYST-	3,808.00	
			129716	4/3/2020	03/16/20-03/26/20 - PW PROJECT	3,100.00	
			129702	3/20/2020	03/02/20-03/12/20 - PW PROJECT	2,600.00	39,866.00

Sub total for BANK OF THE WEST:

353,830.55

2 checks in this report.

Grand Total All Checks:

353,830.55

Gray highlights indicate prepaid checks

Page: 1

**WARRANT REGISTER FOR COUNCIL MEETING 7/28/2020 (FY 2019/20)**

**PART IVa**

apChkLst  
07/15/2020 5:49:30PM

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
1899	6/11/2020	00004708 PERS HEALTH PLAN	Ben270186	6/11/2020	JULY 2020 MEDICAL HMO ANTHE	384,390.52	384,390.52
Voucher:							
Sub total for BANK OF THE WEST:						384,390.52	384,390.52
Grand Total All Wire Transfers:						384,390.52	384,390.52

1 wire transfer in this report.

WARRANT REGISTER FOR COUNCIL MEETING 7/28/2020 (FY 2020/21)

PART IVb

apChkLst  
07/15/2020 5:23:24PM

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
1911	7/9/2020	00000004	NATIONWIDE RETIREMENT SOLLBen272679	7/9/2020	DEF COMP NATIONWIDE: PAYME	61,839.70	61,839.70
			Voucher:				
1912	7/9/2020	00002370	INTERNAL REVENUE SERVICE Ben272681	7/9/2020	MEDICARE: PAYMENT	146,606.06	146,606.06
			Voucher:				
1913	7/9/2020	00004836	SEIU LOCAL 721 CTW CLC-23900Ben272683	7/9/2020	SEIU DUES: PAYMENT	3,263.74	3,263.74
			Voucher:				
1915	7/9/2020	00000343	PUBLIC EMPLOYEES RETIREMENTBen272687	7/9/2020	PERS RETIREMENT: PAYMENT	233,060.58	233,060.58
			Voucher:				
1916	7/9/2020	00001186	EMPLOYMENT DEVELOPMENT DBen272689	7/9/2020	SDI: PAYMENT	48,280.49	48,280.49
			Voucher:				
1917	7/9/2020	00004996	SEIU-COPE LOCAL 721, LAVOC CIBen272691	7/9/2020	SEIU- COPE LOCAL 721 DEDUCT	44.00	44.00
			Voucher:				
1918	7/9/2020	00004988	CHILD SUPPORT ON-LINE, STATEBen272693	7/9/2020	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
			Voucher:				

Sub total for BANK OF THE WEST: 495,290.11

7 wire transfers in this report.

Grand Total All Wire Transfers: 495,290.11

**WARRANT REGISTER FOR COUNCIL MEETING 7/28/2020 (FY 2020/21)**

**PART V**

apChkLst

07/21/2020 12:17:40PM

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
41	7/28/2020	0012466 RET: ADAMS, PAUL L. Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,281.58	1,281.58
42	7/28/2020	0005570 RET: ALONZO, ANTHONY Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,127.81	1,127.81
43	7/28/2020	0005813 RET: AVILA, VINCENT Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
44	7/28/2020	00001265 RET: BRASSFIELD, CHARLES R Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
45	7/28/2020	0006324 RET: BURBACH, MAUREEN Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
46	7/28/2020	00000817 RET: CHRIST, DOUGLAS F Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
47	7/28/2020	00003408 RET: DAMRON, ROGER V Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
48	7/28/2020	00001776 RET: EADE, JOANN Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	200.00	200.00
49	7/28/2020	00003973 RET: EADS, KENNETH P. Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
50	7/28/2020	00003853 RET: FANNIN, ZONA Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
51	7/28/2020	0008820 RET: FERNANDEZ, CARLOS Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
52	7/28/2020	00004403 RET: FIELD, GARY Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
53	7/28/2020	0005355 RET: GALBREATH, RUSSELL Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
54	7/28/2020	0011186 RET: GAMBOA, OSCAR Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
55	7/28/2020	00000496 RET: GEORGE, RONALD P Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
56	7/28/2020	00003940 RET: GONZALEZ, HIRAM Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
57	7/28/2020	0006328 RET: GUTIERREZ, MANUEL Voucher:	JULY 2020	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20

Page: 1

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
58	7/28/2020	0006510	RET: HERNANDEZ, MARIA	JULY 2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
59	7/28/2020	0008059	RET: HILL, GARY	JULY 2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
60	7/28/2020	0006329	RET: HOMSHER, HUGH	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						
61	7/28/2020	00004784	RET: HUNTRODS, RICHARD F	JULY 2020	JULY 2020- RETIREE MEDICAL IN	239.00	239.00
	Voucher:						
62	7/28/2020	00004785	RET: IRISH, TERRY F	JULY 2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
	Voucher:						
63	7/28/2020	0011110	RET: JOHNSON, GERALD	JULY 2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
64	7/28/2020	00004787	RET: KENNEDY, GARY E	JULY 2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
	Voucher:						
65	7/28/2020	0005356	RET: KEY, ANDREW	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						
66	7/28/2020	0011111	RET: KOOMEN, SHERI L.	JULY 2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
67	7/28/2020	00004788	RET: LANE JR, EDWARD W	JULY 2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
	Voucher:						
68	7/28/2020	0009946	RET: LEFEVER, STEVEN A.	JULY 2020	JULY 2020- RETIREE MEDICAL IN	200.00	200.00
	Voucher:						
69	7/28/2020	00004789	RET: LILLEY, RAYMOND E	JULY 2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
	Voucher:						
70	7/28/2020	0009453	RET: LOPEZ, VERONICA	JULY 2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
71	7/28/2020	0007656	RET: MATSUKIYO, DAVID	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,100.86	1,100.86
	Voucher:						
72	7/28/2020	00003328	RET: MOSBY, DOROTHEA S	JULY 2020	JULY 2020- RETIREE MEDICAL IN	200.00	200.00
	Voucher:						
73	7/28/2020	0011895	RET: MUNOZ, ALFREDO	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						
74	7/28/2020	00003239	RET: NASSAR, SAMI R	JULY 2020	JULY 2020- RETIREE MEDICAL IN	200.00	200.00
	Voucher:						

## Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
75	7/28/2020	0012468	RET: ORTIZ, JULIAN	JULY 2020	JULY 2020- RETIREE MEDICAL IN	525.39	525.39
	Voucher:						
76	7/28/2020	0011522	RET: PELLERIN, ROBERT	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						
77	7/28/2020	0010733	RET: PIXLER, DAVID	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						
78	7/28/2020	00004794	RET: POWELL, ROBERT K.	JULY 2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
	Voucher:						
79	7/28/2020	0006326	RET: RAMIREZ, VIRGINIA	JULY 2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
80	7/28/2020	0011967	RET: RIVERA, FRANK J.	JULY 2020	JULY 2020- RETIREE MEDICAL IN	506.24	506.24
	Voucher:						
81	7/28/2020	0011978	RET: RIVERA, HANNAH TELLEZ-C	JULY 2020	JULY 2020- RETIREE MEDICAL IN	506.24	506.24
	Voucher:						
82	7/28/2020	0012682	RET: RUIZ, NELLIE	JULY 2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
83	7/28/2020	0011112	RET: SALDIVAR, MARIO M.	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						
84	7/28/2020	00001867	RET: SCHMID, BEATRICE J	JULY 2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
85	7/28/2020	0009865	RET: SCHRADER, GEORGE R.	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						
86	7/28/2020	0011521	RET: SCOTT, DAVID	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						
87	7/28/2020	0006513	RET: SHETTER, RANDOLPH M.	JULY 2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
88	7/28/2020	00000869	RET: SMITH, CHARLES R	JULY 2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
	Voucher:						
89	7/28/2020	00004796	RET: SPEELMAN, PATRICIA L	JULY 2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
	Voucher:						
90	7/28/2020	00002147	RET: SPROWLS, KENNETH C	JULY 2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
	Voucher:						
91	7/28/2020	0008313	RET: SULLIVAN, DARREN	JULY 2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92	7/28/2020	0006512	RET: TATTI, WILLIAM P.	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
93	7/28/2020	00003573	RET: VAN LIEROP, MARTIN G	7/7/2020	JULY 2020- RETIREE MEDICAL IN	212.39	212.39
	Voucher:						
94	7/28/2020	0007655	RET: WELLS, GREGORY	7/7/2020	JULY 2020- RETIREE MEDICAL IN	506.24	506.24
	Voucher:						
95	7/28/2020	00004379	RET: WHALEN, HARVEY	7/7/2020	JULY 2020- RETIREE MEDICAL IN	150.00	150.00
	Voucher:						
96	7/28/2020	00000498	RET: WILLIAMS, GALE M	7/7/2020	JULY 2020- RETIREE MEDICAL IN	250.00	250.00
	Voucher:						
97	7/28/2020	0008821	RET: WILLIAMS, TIMOTHY	7/7/2020	JULY 2020- RETIREE MEDICAL IN	1,148.20	1,148.20
	Voucher:						

Sub total for BANK OF THE WEST EFTs: 29,678.75

57 EFT's in this report.

Grand Total All EFT's: 29,678.75



**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING 7/28/2020**

<b>TOTAL PART I - PAYROLL-RELATED CHECKS (FY 2020/21)</b>	<b>54,426.73</b>
<b>TOTAL PART IIa - ACCOUNTS PAYABLE CHECKS (FY 2019/20)</b>	<b>1,384,969.55</b>
<b>TOTAL PART IIb - ACCOUNTS PAYABLE CHECKS (FY 2020/21)</b>	<b>27,777.97</b>
<b>TOTAL PART III - PREPAID CHECKS (7/14/2020, FY 2019/20)</b>	<b>353,830.55</b>
<b>TOTAL PART IVa - PAYROLL-RELATED WIRE TRANSFER (FY 2019/20)</b>	<b>384,390.52</b>
<b>TOTAL PART IVb - PAYROLL-RELATED WIRE TRANSFERS (FY 2020/21)</b>	<b>495,290.11</b>
<b>TOTAL PART V - ACCOUNTS PAYABLE EFT's (FY 2020/21)</b>	<b>29,678.75</b>
	<hr/>
<b>SUB - TOTAL</b>	<b>2,730,364.18</b>
<b>LESS: VOIDS</b>	<b>0.00</b>
<b>LESS: EMPLOYEE PAYROLL DEDUCTIONS (FY 2019/20)</b>	<b>(3,820.14)</b>
<b>LESS: EMPLOYEE PAYROLL DEDUCTIONS (FY 2020/21)</b>	<b>(339,580.92)</b>
	<hr/>
<b>GRAND TOTAL</b>	<b>2,386,963.12</b>

**SOUTH GATE CITY COUNCIL  
WARRANT APPROVAL AND CANCELLATION**

Warrant Number **89330** to Warrant Number **89497** inclusive, plus Wire Transfers & EFTs, totaling **\$2,386,963.12** as listed on the accompanying Accounts Payable Warrant Register of **July 28, 2020** are approved as presented, with the exception of the following voided and replacement warrants:

<i>Check</i>	<i>Vendor</i>	<i>Check Date</i>	<i>Amout</i>	<i>Reason for Void</i>
	<b>GRAND TOTAL OF VOIDED &amp; REPLACEMENT CHECKS</b>		<b>0.00</b>	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER

  
\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **July 28, 2020** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, as approved.